CILCORP INC

FORM 8-K
(Current report filing)

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of report (Date of earliest event reported):
July 13, 2006

Commission File Number	Exact Name of Registrant as Specified in Charter; State of Incorporation; Address and Telephone Number	IRS Employer Identification Number
1-14756	Ameren Corporation (Missouri Corporation) 1901 Chouteau Avenue St. Louis, Missouri 63103 (314) 621-3222	43-1723446
1-2967	Union Electric Company (Missouri Corporation) 1901 Chouteau Avenue St. Louis, Missouri 63103 (314) 621-3222	43-0559760
1-3672	Central Illinois Public Service Company (Illinois Corporation) 607 East Adams Street Springfield, Illinois 62739 (217) 523-3600	37-0211380
333-56594	Ameren Energy Generating Company (Illinois Corporation) 1901 Chouteau Avenue St. Louis, Missouri 63103 (314) 621-3222	37-1395586
2-95569	CILCORP Inc. (Illinois Corporation) 300 Liberty Street Peoria, Illinois 61602 (309) 677-5271	37-1169387

1-2732	Central Illinois Light Company (Illinois Corporation) 300 Liberty Street Peoria, Illinois 61602 (309) 677-5271	37-0211050
1-3004	Illinois Power Company (Illinois Corporation) 370 South Main Street Decatur, Illinois 62523 (217) 424-6600	37-0344645

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

[ ] Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

[ ] Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

[ ] Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

[ ] Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

ITEM 1.01 Entry into a Material Definitive Agreement.

Ameren Corporation ("Ameren") and certain of its subsidiaries have finalized actions previously announced (see Current Report on Form 8-K filed June 1, 2006) to revise their multi-year committed bank credit facilities and, in the case of certain subsidiaries, have entered into a new, multi-year committed bank credit facility.

Amendment to Multi-Borrower Credit Agreement . On July 14, 2006, Ameren, its subsidiaries Union Electric Company, doing business as AmerenUE ("UE"), Ameren Energy Generating Company ("Genco"), Central Illinois Public Service Company, doing business as AmerenCIPS ("CIPS"), Central Illinois Light Company, doing business as AmerenCILCO ("CILCO"), and Illinois Power Company, doing business as AmerenIP ("IP" and collectively with CIPS and CILCO, the "Ameren Illinois Utilities"), JPMorgan Chase Bank, N.A., as agent and the other lenders identified therein entered into an Amended and Restated Five-Year Revolving Credit Agreement dated as of July 14, 2006 (the "2006 Multi-Borrower Credit Agreement", which amended the $1.15 billion committed Five-Year Revolving Credit Agreement, dated as of July 14, 2005 (the "Prior Multi-Borrower Credit Agreement").

A copy of the 2006 Multi-Borrower Credit Agreement is filed as Exhibit 10.1 to this Current Report on Form 8-K.

The 2006 Multi-Borrower Credit Agreement will terminate with respect to Ameren on July 14, 2010. Effective July 13, 2006, the termination date for UE and Genco was extended to July 12, 2007. UE and Genco will continue to have the option to seek an annual renewal of their termination dates. Although the Ameren Illinois Utilities remain parties to the 2006 Multi-Borrower Credit Agreement, borrowing authority thereunder for those companies terminated July 13, 2006. The Ameren Illinois Utilities will continue to be subject to the covenants of the 2006 Multi-Borrower Credit Agreement until such time as the conditions to their borrowing under the new Illinois Facility (as defined below) are satisfied and they have provided notice to the agent under the 2006 Multi-Borrower Credit Agreement of termination of their status under the 2006 Multi-Borrower Credit Agreement.

Under the 2006 Multi-Borrower Credit Agreement, effective when the Ameren Illinois Utilities cease to be subject to the covenants thereunder, (i) restrictions apply limiting investments in and other transfers to the Ameren Illinois Utilities and their subsidiaries by Ameren and certain subsidiaries and (ii) the Ameren Illinois Utilities and their subsidiaries are excluded for purposes of determining compliance with the 65% total consolidated indebtedness to total consolidated capitalization financial covenant that remains in the 2006 Multi-Borrower Credit Agreement. Under the 2006 Multi-Borrower Credit Agreement, Ameren will continue to have $1.15 billion of borrowing availability, UE will have $500 million of borrowing availability and Genco will have $150 million of borrowing availability. As noted, the Ameren Illinois Utilities have no borrowing authority under the 2006 Multi-Borrower Credit Agreement.

The types of loans available under the 2006 Multi-Borrower Credit Agreement have not changed and include: revolving loans provided by the lenders on a committed basis, competitive loans provided on an uncommitted basis through an auction mechanism and swingline loans provided by JPMorgan Chase Bank, N.A. on behalf of all lenders in an amount outstanding at any time not in excess of $100 million. At the option of each borrower, the interest rates applicable under the facility are ABR plus the margin applicable to the particular borrower and Eurodollar rate plus the margin applicable to the particular borrower. ABR is a fluctuating interest rate equal to the higher of JPMorgan Chase Bank, N.A.'s prime rate and the sum of the federal funds effective rate plus 1/2 percent per annum. The Eurodollar interest rate is the applicable British Bankers' Association London interbank offered rate for deposits in U. S. dollars.

The principal amount of each revolving loan will be due and payable no later than the final maturity of the facility in the case of Ameren and the last day of the then applicable 364-day period in the case of UE and Genco. The principal amount of each competitive loan will be due and payable at the end of the interest period applicable to it, which shall not be later than the final maturity date of the facility. Swingline loans will mature five business days after they are made and will be made on same-day notice.

The 2006 Multi-Borrower Credit Agreement contains conditions to borrowings and issuance of letters of credit similar to those in the Prior Multi-Borrower Credit Agreement, including absence of default or unmatured default, accuracy of representations (other than representations as to absence of material adverse change and material litigation) and warranties and required regulatory authorizations. The 2006 Multi-Borrower Credit Agreement also contains non-financial covenants similar to those in the Prior Multi-Borrower Credit Agreement including restrictions on the ability to incur liens, dispose of assets and merge with other entities. It contains a financial covenant that limits total indebtedness of Ameren, UE and Genco to 65 percent of total capitalization pursuant to a defined calculation. The 2006 Multi-Borrower Credit Agreement contains default provisions similar to those in the Prior Multi-Borrower Credit Agreement, including a cross default, with respect to a borrower under the agreement, to the occurrence of an event of default under any other agreement covering indebtedness of such borrower and certain subsidiaries (other than project finance subsidiaries and other than with respect to the Ameren Illinois Utilities as described below) in excess of $50 million in the aggregate. The obligations of Ameren, UE and Genco under this facility remain several and not joint, and except under limited circumstances, the obligations of UE or Genco are not guaranteed by Ameren or any other subsidiary.

Ameren, UE and Genco will use the proceeds of any borrowings under the 2006 Multi-Borrower Credit Agreement for general corporate purposes, including for working capital, commercial paper liquidity support and to fund loans under the Ameren money pool arrangements.

Illinois Facility . On July 14, 2006, the Ameren Illinois Utilities and AmerenEnergy Resources Generating Company (“AERG”) and CILCORP Inc. (“CILCORP”) (collectively with the Ameren Illinois Utilities, the “Illinois Facility Borrowers”), JP Morgan Chase Bank, N.A., as agent and the other lenders identified therein entered into a $500 million multi-year, senior secured Credit Agreement, dated as of July 14, 2006 (the “Illinois Facility”). A copy of the Illinois Facility is filed as Exhibit 10.2 to this Current Report on Form 8-K.

Borrowing authority under the Illinois Facility is effective immediately for AERG and CILCORP. The ability of the Ameren Illinois Utilities to borrow under the Illinois Facility is subject to receipt of necessary regulatory approvals, which are expected in the third quarter of 2006 and the issuance by the Ameren Illinois Utilities of mortgage bonds as security as described below. The Ameren Illinois Utilities will continue to have access to short-term funding via Ameren’s utility money pool and other intercompany borrowing arrangements.

The obligations of each Illinois Facility Borrower under the Illinois Facility will be several and not joint, and are not guaranteed by Ameren or any other subsidiary of Ameren. The maximum amount available to each borrower, including for issuance of letters of credit on its behalf, is limited as follows: CIPS - $135 million, CILCO - $150 million, IP - $150 million, AERG - $200 million and CILCORP - $50 million. The Illinois Facility will terminate with respect to CILCORP and AERG on January 14, 2010 and, subject to receipt of regulatory approval, the Illinois Facility will terminate with respect to the Ameren Illinois Utilities on January 14, 2010. The Illinois Facility Borrowers will use the proceeds of any borrowings for working capital and other general corporate purposes; however, a portion of the borrowings by AERG may be limited to financing or refinancing the development, management and/or operation of any of its projects or assets.

Borrowings under the Illinois Facility will bear interest, at the election of the borrower, at (1) a Eurodollar rate plus a margin applicable to the particular borrowing company or (2) a rate equal to the higher of the prime rate of JPMorgan Chase Bank, N.A or the federal funds effective rate plus ½% per year, plus a margin applicable to the particular borrowing company.

The obligations of CILCORP under the Illinois Facility are secured by a pledge of the common stock of CILCO (which pledge is on an equal and ratable basis with the pledge of such common stock by CILCORP to secure its 9.375% senior bonds due 2029 and its 8.70% senior notes due 2009). This pledge is evidenced by the Pledge Agreement Supplement, dated as of July 14, 2006 (the “Pledge Supplement”) to the Pledge Agreement, dated as of October 18, 1999 between CILCORP and The Bank of New York, as collateral agent (a copy of which is filed as Exhibit 10.1 to the Current Report on Form 8-K of CILCORP (File No. 1-08946) filed October 29, 1999). The Pledge Supplement is filed as Exhibit 10.3 to this Current Report on Form 8-K. The obligations of AERG under the Illinois Facility are secured by a mortgage and security interest in its E.D. Edwards and Duck Creek generating stations and related licenses, permits and similar rights. The mortgage regarding the E. D. Edwards plant is filed as

Exhibit 10.4 and the mortgage regarding the Duck Creek plant is filed as Exhibit 10.5 to this Current Report on Form 8-K. Pursuant to a Collateral Agency Agreement between AERG and The Bank of New York Trust Company, N.A., as collateral agent, dated as of July 14, 2006, AERG will be able to provide security to other lenders or security holders in the mortgaged property on an equal and ratable basis with the lenders under the Illinois Facility. The Collateral Agency Agreement is filed as Exhibit 10.6 to this Current Report on Form 8-K. Subject to the receipt of regulatory approval, the obligations of the Ameren Illinois Utilities under the Illinois Facility will be secured by the issuance of mortgage bonds by each such utility under its respective mortgage indenture.

The Illinois Facility limits the amount of other secured indebtedness issuable by each Illinois Facility Borrower as follows: for the Ameren Illinois Utilities, other secured debt is limited to that permitted under their respective mortgage indentures (subject to a covenant regarding excess bonding capacity described in the following sentence); for CILCORP, other secured debt is limited to $550 million secured by the pledge of CILCO stock and for AERG, other secured debt is limited to $200 million secured on a parity basis with its obligations under the Illinois Facility. The Illinois Facility provides that each of the Ameren Illinois Utilities will agree to reserve future bonding capacity under its mortgage indenture (that is, agree to forego the issuance of additional mortgage bonds otherwise permitted under the terms of its mortgage indenture) in the following amounts: CILCO, $25 million; IP, $100 million and CIPS, prior to December 31, 2007, $50 million, on and after December 31, 2007 but prior to December 31, 2008 $100 million, and on and after December 31, 2008, $150 million.

The Illinois Facility has terms similar to the 2006 Multi-Borrower Credit Agreement, including conditions to borrowings and issuance of letters of credit including absence of default or unmatured default, accuracy of representations (other than, for a borrowing to repay maturing commercial paper, representations as to absence of material adverse change and material litigation) and warranties and required regulatory authorizations. The Illinois Facility contains non-financial covenants including restrictions on the ability to incur liens, dispose of assets and merge with other entities. In addition, the Illinois Facility has non-financial covenants to limit the ability of a borrower to invest in or transfer assets to affiliates, covenants regarding the status of the collateral securing the Illinois Facility and validity of the security interests therein and limitations on dividends, distributions and other payments on capital stock of the Illinois Facility Borrowers if an event of default has occurred and is continuing or, subject to an ability of each Illinois Facility Borrower to make such dividends, distributions and other payments in an aggregate amount during any fiscal year not to exceed $10 million, in the event of certain changes to ratings to below investment grade (or, in the case of AERG if it is unrated, failure by AERG to maintain one or more financial ratios). The events of default in the Illinois Facility are similar to those contained in the 2006 Multi-Borrower Credit Agreement.

The Illinois Facility requires each Illinois Facility Borrower to maintain consolidated indebtedness of not more than 65% of consolidated total capitalization.

Events of default under the Illinois Facility apply separately to each Illinois Facility Borrower (and, subject to exceptions, their subsidiaries). An event of default under the Illinois Facility does not constitute an event of default under the 2006 Multi-Borrower Credit Agreement and an event of default under the 2006 Multi-Borrower Credit Agreement does not constitute an event of default under the Illinois Facility.

ITEM 1.02 Termination of a Material Definitive Agreement.

Termination of $350 Million Facility . As a condition to the effectiveness of the 2006 Multi-Borrower Credit Agreement and the closing of the Illinois Facility, effective July 14, 2006, Ameren terminated its $350 million Amended and Restated Five-Year Revolving Credit Agreement dated as of July 14, 2005 between Ameren, JP Morgan Chase Bank, N.A., as agent and the lenders identified therein. Ameren was the only borrower under this agreement. Such termination was without any early termination penalty. A copy of the $350 million Amended and Restated Five-Year Revolving Credit Agreement dated as of July 14, 2005 was filed as Exhibit 10.2 to the July 15, 2005 Current Report on Form 8-K.

Ameren Illinois Utilities . Although the Ameren Illinois Utilities remain parties to the 2006 Multi-Borrower Credit Agreement, their borrowing authority thereunder and under the Prior Multi-Borrower Credit Agreement terminated in accordance with the terms of those documents on July 13, 2006.

ITEM 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off- Balance Sheet Arrangement of a Registrant.

See Item 1.01 above for a description of the 2006 Multi-Borrower Credit Agreement, a copy of which is attached hereto as Exhibit 10.1 and is incorporated herein by reference, and for a description of the Illinois Facility, a copy of which is attached hereto as Exhibit 10.2 and is incorporated herein by reference.

ITEM 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number :	Registrant(s) :	Title :
10.1	Ameren, UE and Genco	Amended and Restated Five-Year Revolving Credit Agreement, dated as of July 14, 2006 (“2006 Multi-Borrower Credit Agreement”)
10.2	Ameren, CILCORP, CIPS, CILCO and IP	Credit Agreement dated as of July 14, 2006 (“Illinois Facility”)
10.3	CILCORP and CILCO	Pledge Agreement Supplement dated July 14, 2006
10.4	CILCORP and CILCO (relating to CILCO’s subsidiary AERG, a non-registrant)	Open-Ended Mortgage, Security Agreement, Assignment Of Rents And Leases And Fixture Filing (Illinois) --E.D. Edwards plant
10.5	CILCORP and CILCO (relating to CILCO’s subsidiary AERG, a non-registrant)	Open-Ended Mortgage, Security Agreement, Assignment Of Rents And Leases And Fixture Filing (Illinois) --Duck Creek plant
10.6	CILCORP and CILCO (relating to CILCO’s subsidiary AERG, a non-registrant)	Collateral Agency Agreement between AERG and The Bank of New York Trust Company, N.A., dated as of July 14, 2006

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This combined Form 8-K is being filed separately by Ameren Corporation, Union Electric Company, Central Illinois Public Service Company, Ameren Energy Generating Company, CILCORP Inc., Central Illinois Light Company and Illinois Power Company (each a “registrant”). Information contained herein relating to any individual registrant has been filed by such registrant on its own behalf. No registrant makes any representation as to information relating to any other registrant.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, each registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized. The signature for each undersigned company shall be deemed to relate only to matters having reference to such company or its subsidiaries.

AMEREN CORPORATION
(Registrant)

/s/ Jerre E. Birdsong
Jerre E. Birdsong
Vice President and Treasurer

UNION ELECTRIC COMPANY
(Registrant)

/s/ Jerre E. Birdsong
Jerre E. Birdsong
Vice President and Treasurer

CENTRAL ILLINOIS PUBLIC SERVICE COMPANY
(Registrant)

/s/ Jerre E. Birdsong
Jerre E. Birdsong
Vice President and Treasurer

AMEREN ENERGY GENERATING COMPANY
(Registrant)

/s/ Jerre E. Birdsong
Jerre E. Birdsong
Vice President and Treasurer

CILCORP Inc.
(Registrant)

/s/ Jerre E. Birdsong
Jerre E. Birdsong
Vice President and Treasurer

CENTRAL ILLINOIS LIGHT COMPANY
(Registrant)

/s/ Jerre E. Birdsong
Jerre E. Birdsong
Vice President and Treasurer

ILLINOIS POWER COMPANY
(Registrant)

/s/ Jerre E. Birdsong
Jerre E. Birdsong
Vice President and Treasurer

Date: July 18, 2006

Exhibit Index

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10.5	CILCORP and CILCO (relating to CILCO’s subsidiary AERG, a non-registrant)	Open-Ended Mortgage, Security Agreement, Assignment Of Rents And Leases And Fixture Filing (Illinois) --Duck Creek plant
10.6	CILCORP and CILCO (relating to CILCO’s subsidiary AERG, a non-registrant)	Collateral Agency Agreement between AERG and The Bank of New York Trust Company, N.A., dated as of July 14, 2006

AMENDED AND RESTATED
FIVE-YEAR REVOLVING CREDIT AGREEMENT

DATED AS OF JULY 14, 2006

among

AMEREN CORPORATION
UNION ELECTRIC COMPANY
CENTRAL ILLINOIS PUBLIC SERVICE COMPANY
CENTRAL ILLINOIS LIGHT COMPANY
AMEREN ENERGY GENERATING COMPANY
ILLINOIS POWER COMPANY,
as Borrowers

THE LENDERS FROM TIME TO TIME PARTIES HERETO

and

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

BARCLAYS BANK PLC,
as Syndication Agent

CITIBANK, N.A.,
THE BANK OF NEW YORK and
BNP PARIBAS,
as Co-Documentation Agents

J. P. MORGAN SECURITIES INC.

and

BARCLAYS CAPITAL,
AS JOINT ARRANGERS AND BOOKRUNNERS

SCHEDULES

Commitment Schedule

LC Commitment Schedule

Pricing Schedule

Schedule 1 - Subsidiaries

Schedule 2 - Liens

Schedule 3 - Restrictive Agreements

Schedule 4 - Regulatory Authorizations

EXHIBITS

Exhibit A.1 - Form of Borrowers' Counsel's Opinion

Exhibit A.2 - Form of Borrowers' Counsel's Opinion for Illinois Corporations

Exhibit B - Fo rm of Compliance Certificate

Exhibit C - Form of Assignment and Assumption Agreement

Exhibit D - Form of Loan/Credit Related Money Transfer Instruction

Exhibit E - Form of Promissory Note (if requested)

Exhibit F - Form of Designation Agreement

Exhibit G - Subordination Terms

Exhibit H Form of Borrowing Subsidiary Termination

AMENDED AND RESTATED FIVE-YEAR REVOLVING CREDIT AGREEMENT

This Amended and Restated Five-Year Revolving Credit Agreement, dated as of July 14, 2006, is entered into by and among Ameren Corporation, a Missouri corporation, and its subsidiaries Union Electric Company d/b/a AmerenUE, a Missouri corporation, Central Illinois Public Service Company d/b/a AmerenCIPS, an Illinois corporation, Central Illinois Light Company d/b/a AmerenCILCO, an Illinois corporation, Ameren Energy Generating Company, an Illinois corporation and Illinois Power Company d/b/a AmerenIP, an Illinois corporation, the Lenders and JPMorgan Chase Bank, N.A., as Agent, and amends and restates the Five-Year Revolving Credit Agreement dated as of July 14, 2005 (the " Original Credit Agreement "). The obligations of the Borrowers under this Agreement will be several and not joint, and, except as otherwise set forth in this Agreement, the obligations of a Borrowing Subsidiary will not be guaranteed by the Company or any other subsidiary of the Company (including, without limitation, any other Borrowing Subsidiary). The parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.1. Certain Defined Terms . As used in this Agreement:

"Accounting Changes" is defined in Section 9.8 hereof.

"Acquisition" means any transaction, or any series of related transactions, consummated on or after the Closing Date, by which a Borrower or any of its Subsidiaries (i) acquires any going business or all or substantially all of the assets of any firm, corporation or limited liability company, or division thereof, whether through purchase of assets, merger or otherwise or (ii) directly or indirectly acquires (in one transaction or as the most recent transaction in a series of transactions) at least a majority (in number of votes) of the securities of a corporation which have ordinary voting power for the election of directors (other than securities having such power only by reason of the happening of a contingency) or a majority (by percentage of voting power) of the outstanding ownership interests of a partnership or limited liability company of any Person.

"Administrative Questionnaire" means an Administrative Questionnaire in a form supplied by the Agent.

"Advance" means (a) Revolving Loans (i) made by some or all of the Lenders on the same Borrowing Date or (ii) converted or continued by the Lenders on the same date of conversion or continuation, consisting, in either case, of the aggregate amount of the several Revolving Loans of the same Type and, in the case of Eurodollar Loans, for the same Interest Period, (b) a Competitive Loan or group of Competitive Loans of the same type made on the same date and as to which a single Interest Period is in effect or (c) a Swingline Loan.

"Affiliate" of any Person means any other Person directly or indirectly controlling, controlled by or under common control with such Person. A Person shall be deemed to control another Person if the controlling Person is the "beneficial owner" (as defined in Rule 13d-3 under the Securities Exchange Act of 1934) of 10% or more of any class of voting securities (or other ownership interests) of the controlled Person or possesses, directly or indirectly, the power

to direct or cause the direction of the management or policies of the controlled Person, whether through ownership of voting securities, by contract or otherwise.

"Agent" means JPMCB, not in its individual capacity as a Lender, but in its capacity as contractual representative of the Lenders pursuant to Article X, and any successor Agent appointed pursuant to Article X.

"Aggregate Commitment" means the aggregate of the Commitments of all the Lenders, as reduced from time to time pursuant to the terms hereof. The initial Aggregate Commitment is One Billion One Hundred Fifty Million Dollars ($1,150,000,000.00).

"Aggregate Outstanding Credit Exposure" means, at any time, the aggregate of the Outstanding Credit Exposures of all the Lenders.

"Aggregate Revolving Credit Exposure" means, at any time, the aggregate of the Revolving Credit Exposures of all the Lenders.

"Agreement" means this Amended and Restated Five-Year Revolving Credit Agreement, as it may be amended, restated, supplemented or otherwise modified and as in effect from time to time.

"Agreement Accounting Principles" means generally accepted accounting principles as in effect in the United States from time to time, applied in a manner consistent with that used in preparing the financial statements referred to in Section 5.4; provided , however , that except as provided in Section 9.8, with respect to the calculation of the financial ratio set forth in Section 6.17 (and the defined terms used in such Section), "Agreement Accounting Principles" means generally accepted accounting principles as in effect in the United States as of the Closing Date, applied in a manner consistent with that used in preparing the financial statements referred to in Section 5.4 hereof.

"Alternate Base Rate" means, for any day, a fluctuating rate of interest per annum equal to the higher of (i) the Prime Rate for such day and (ii) the sum of (a) the Federal Funds Effective Rate for such day and (b) one-half of one percent (0.5%) per annum.

"Amendment Effective Date" means the date that the amendment and restatement of the Original Credit Agreement by this Agreement becomes effective pursuant to Section 4.1.

"Applicable Fee Rate" means (a) with respect to the Facility Fee at any time, the percentage rate per annum which is applicable to such fee at such time with respect to the Company as set forth in the Pricing Schedule and (b) with respect to the LC Participation Fee applicable to any Borrower at any time, the percentage rate per annum which is applicable to such fee at such time with respect to such Borrower as set forth in the Pricing Schedule.

"Applicable Margin" means, with respect to any Borrower, with respect to Advances of any Type at any time, the percentage rate per annum which is applicable at such time with respect to Advances of such Type to such Borrower, as set forth in the Pricing Schedule.

"Approved Fund" means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Arrangers" means J.P. Morgan Securities Inc. and Barclays Capital and their respective successors, in their respective capacities as Joint Arrangers and Bookrunners.

"Article" means an article of this Agreement unless another document is specifically referenced.

"Assignment Agreement" is defined in Section 12.3.1.

"Audrain Project" means the Chapter 100 financing transaction and agreements related thereto assigned by affiliates of NRG Energy, Inc. ("NRG") to and assumed by Union Electric as a part of Union Electric's purchase of a combustion turbine generating facility located in Audrain County, Missouri (the "County") pursuant to which (i) Union Electric assumed a lease from the County of certain land and improvements, including the combustion turbine generating facility, and (ii) Union Electric acquired NRG's ownership of indebtedness issued by the County to finance the acquisition of such property.

"Authorized Officer" of any Borrower means any of the chief executive officer, president, chief operating officer, chief financial officer, treasurer or vice president of such Borrower, acting singly.

"Availability Termination Date" means, as to any Borrower, the earlier of (a) the Maturity Date for such Borrower and (b) the date of termination in whole of the Aggregate Commitment and the Commitments pursuant to Section 2.8 or Section 8.1 hereof.

"Available Aggregate Commitment" means, at any time, the Aggregate Commitment then in effect minus the Aggregate Outstanding Credit Exposure at such time.

"Barclays Bank" means Barclays Bank PLC, in its individual capacity, and its successors.

"Borrowers" means the Company and the Borrowing Subsidiaries.

"Borrowing Date" means a date on which an Advance is made hereunder.

"Borrowing Notice" is defined in Section 2.11.

"Borrowing Subsidiaries" means Union Electric, CIPS, CILCO, Genco and IP; provided that for all purposes of this Agreement any such company shall no longer be a "Borrowing Subsidiary" or a "Borrower" under this Agreement from and after such time as such Borrowing Subsidiary ceases to be a "Borrower", a "Borrowing Subsidiary" and a "Subsidiary" in accordance with Section 2.24.

"Business Day" means (i) with respect to any borrowing, payment or rate selection of Eurodollar Advances, a day (other than a Saturday or Sunday) on which banks generally are open in New York, New York for the conduct of substantially all of their commercial lending activities, interbank wire transfers can be made on the Fedwire system and dealings in Dollars are carried on in the London interbank market and (ii) for all other purposes, a day (other than a Saturday or Sunday) on which banks generally are open in New York, New York for the conduct of substantially all of their commercial lending

activities and interbank wire transfers can be made on the Fedwire system.

"Capitalized Lease" of a Person means any lease of Property by such Person as lessee which would be capitalized on a balance sheet of such Person prepared in accordance with Agreement Accounting Principles.

"Capitalized Lease Obligations" of a Person means the amount of the obligations of such Person under Capitalized Leases which would be shown as a liability on a balance sheet of such Person prepared in accordance with Agreement Accounting Principles.

"Change in Control" means, in respect of any Borrower, (i) the acquisition by any Person, or two or more Persons acting in concert, of beneficial ownership (within the meaning of Rule 13d-3 of the Securities and Exchange Commission under the Securities Exchange Act of 1934) of twenty percent (20%) or more of the aggregate ordinary voting power represented by the issued and outstanding capital stock of the Company; (ii) the Company shall cease to own, directly or indirectly and free and clear of all Liens or other encumbrances (except for such Liens or other encumbrances permitted by Section 6.13), 100% of the outstanding shares of the ordinary voting power represented by the issued and outstanding common stock of (A) in the case of the Company, any of the Borrowing Subsidiaries, and (B) in the case of any other Borrower, such Borrower, in each case on a fully diluted basis; or (iii) occupation of a majority of the seats (other than vacant seats) on the board of directors of the Company by Persons who were neither (i) nominated by the board of directors of the Company or a committee or subcommittee thereof to which such power was delegated nor (ii) appointed by directors so nominated; provided that any individual who is so nominated in connection with a merger, consolidation, acquisition or similar transaction shall be included in such majority unless such individual was a member of the Company's board of directors prior thereto.

"CILCO" means Central Illinois Light Company d/b/a AmerenCILCO, an Illinois corporation and, as of the Amendment Effective Date, a Subsidiary of the Company.

"CILCORP" means CILCORP Inc., an Illinois corporation, the parent company of CILCO.

"CIPS" means Central Illinois Public Service Company d/b/a AmerenCIPS, an Illinois corporation and, as of the Amendment Effective Date, a Subsidiary of the Company.

"Closing Date" means July 14, 2005.

"Code" means the Internal Revenue Code of 1986, as amended, reformed or otherwise modified from time to time, and any rule or regulation issued thereunder.

"Commitment" means, for each Lender, the amount set forth on the Commitment Schedule or in an Assignment Agreement executed pursuant to Section 12.3 opposite such Lender's name, as it may be modified as a result of any assignment that has become effective

pursuant to Section 12.3.2 or as otherwise modified from time to time pursuant to the terms hereof.

"Commitment Extension Request" is defined in Section 2.23.

"Commitment Schedule" means the Schedule identifying each Lender's Commitment as of the Closing Date attached hereto and identified as such.

"Commitment Termination Date" means July 14, 2010, as such date may be extended pursuant to Section 2.23.

"Committed Credit Exposure" means, as to any Lender at any time, the aggregate principal amount of its (i) Revolving Loans, (ii) LC Exposure and (iii) Swingline Exposure outstanding at such time.

"Commonly Controlled Entity" means any trade or business, whether or not incorporated, which is under common control with a Borrower or any Subsidiary within the meaning of Section 4001 of ERISA or that, together with such Borrower or any Subsidiary, is treated as a single employer under Section 414(b) or (c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

"Company" means Ameren Corporation, a Missouri corporation.

"Competitive Bid" means an offer by a Lender to make a Competitive Loan in accordance with Section 2.4.

"Competitive Bid Rate" means, with respect to any Competitive Bid, the Margin or the Fixed Rate, as applicable, offered by the Lender making such Competitive Bid.

"Competitive Bid Request" means a request by a Borrower for Competitive Bids in accordance with Section 2.4.

"Competitive Loan" means a Loan made pursuant to Section 2.4.

"Consolidated Indebtedness" of a Person means at any time the Indebtedness of such Person and its Subsidiaries which would be consolidated in the consolidated financial statements of such Person under Agreement Accounting Principles calculated on a consolidated basis as of such time; provided, however, that Consolidated Indebtedness shall exclude any Indebtedness incurred as part of any Permitted Securitization.

"Consolidated Net Worth" of a Person means at any time the consolidated stockholders' equity and preferred stock of such Person and its subsidiaries calculated on a consolidated basis in accordance with Agreement Accounting Principles, as adjusted to remove any consolidated subsidiaries which are not Subsidiaries of such Person.

"Consolidated Tangible Assets" means, as to any Borrower, the total amount of all assets of such Borrower and its consolidated Subsidiaries determined in accordance with Agreement

Accounting Principles, minus , to the extent included in the total amount of such Borrower's and its consolidated Subsidiaries' total assets, the net book value of all (i) goodwill, including, without limitation, the excess cost over book value of any asset, (ii) organization or experimental expenses, (iii) unamortized debt discount and expense, (iv) patents, trademarks, tradenames and copyrights, (v) treasury stock, (vi) franchises, licenses and permits, and (vii) other assets which are deemed intangible assets under Agreement Accounting Principles.

"Consolidated Total Capitalization" means, as to any Borrower at any time, the sum of Consolidated Indebtedness of such Borrower and Consolidated Net Worth of such Borrower, each calculated at such time.

"Contingent Obligation" of a Person means any agreement, undertaking or arrangement by which such Person assumes, guarantees, endorses, contingently agrees to purchase or provide funds for the payment of, or otherwise becomes or is contingently liable upon, the obligation or liability of any other Person, or agrees to maintain the net worth or working capital or other financial condition of any other Person, or otherwise assures any creditor of such other Person against loss, including, without limitation, any comfort letter, operating agreement, take-or-pay contract or the obligations of any such Person as general partner of a partnership with respect to the liabilities of the partnership.

"Contribution Percentage" means, from time to time with respect to each Borrower, (a) if the sum of all Subsidiary Sublimits is less than or equal to the Aggregate Commitment (i) in the case of the Company, the sum of (x) 50.0% and (y) the product, expressed to one decimal place, of (1) 50% and (2) a portion equal to a fraction, expressed to one decimal place, the numerator of which is the Aggregate Commitment less the sum of all Subsidiary Sublimits, in each case at such time, and the denominator of which is the Aggregate Commitment at such time, and (ii) in the case of a Borrowing Subsidiary, the product, expressed to one decimal place, of (x) 50.0% and (y) a portion equal to a fraction, expressed to one decimal place, the numerator of which is such Borrowing Subsidiary's Subsidiary Sublimit at such time, and the denominator of which is the Aggregate Commitment at such time, or (b) if the sum of all Subsidiary Sublimits is greater than the Aggregate Commitment (i) in the case of the Company, 50.0%, and (ii) in the case of a Borrowing Subsidiary, the product, expressed to one decimal place of (x) 50.0% and (y) a portion equal to a fraction, expressed to one decimal place, the numerator of which is such Borrowing Subsidiary's Subsidiary Sublimit at such time, and the denominator of which is the sum of all Subsidiary Sublimits at such time; provided that, in the case of each of (a) and (b) if the Aggregate Commitment has been terminated as of the date of such determination, the Contribution Percentage shall be determined as of the date immediately preceding the termination of the Aggregate Commitment.

"Conversion/Continuation Notice" is defined in Section 2.12.

"Credit Extension" means the making of an Advance or the issuance of a Letter of Credit hereunder.

"Credit Extension Date" means the Borrowing Date for an Advance or the date of issuance of a Letter of Credit.

"Default" means an event described in Article VII.

"Designated Lender" means, with respect to each Designating Lender, each Eligible Designee designated by such Designating Lender pursuant to Section 12.1.2.

"Designating Lender" means, with respect to each Designated Lender, the Lender that designated such Designated Lender pursuant to Section 12.1.2.

"Designation Agreement" is defined in Section 12.1.2.

"Disclosed Matters" means the events, actions, suits and proceedings and the environmental matters disclosed in the Exchange Act Documents.

"Documentation Agents" means Citibank, N.A., The Bank of New York and BNP Paribas.

"Dollar" and "$" means the lawful currency of the United States of America.

"Eligible Designee" means a special purpose corporation, partnership, trust, limited partnership or limited liability company that is administered by the respective Designating Lender or an Affiliate of such Designating Lender and (i) is organized under the laws of the United States of America or any state thereof, (ii) is engaged primarily in making, purchasing or otherwise investing in commercial loans in the ordinary course of its business and (iii) issues (or the parent of which issues) commercial paper rated at least A-1 or the equivalent thereof by S&P or P-1 or the equivalent thereof by Moody's.

"Environmental Laws" means any and all federal, state, local and foreign statutes, laws, judicial decisions, regulations, ordinances, rules, judgments, orders, decrees, plans, injunctions, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to (i) the protection of the environment, (ii) the effect of the environment on human health, (iii) emissions, discharges or releases of pollutants, contaminants, hazardous substances or wastes into surface water, ground water or land, or (iv) the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, hazardous substances or wastes or the clean-up or other remediation thereof.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

"ERISA Event" means (a) any Reportable Event with respect to the Company and its subsidiaries; (b) the existence with respect to any Plan of an "accumulated funding deficiency" (as defined in Section 412 of the Code or Section 302 of ERISA) whether or not waived; (c) the filing pursuant to Section 412(d) of the Code or Section 303(d) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (d) the incurrence by such Borrower or any Commonly Controlled Entity of any liability under Title IV of ERISA with respect to the termination of any Plan; (e) the receipt by such Borrower or any Commonly Controlled Entity from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or to appoint a trustee to administer any Plan; (f) the incurrence by such Borrower or any Commonly Controlled Entity of any liability with respect to the withdrawal or

partial withdrawal from any Plan or Multiemployer Plan; or (g) the receipt by such Borrower or any Commonly Controlled Entity of any notice, or the receipt by any Multiemployer Plan from such Borrower or any Commonly Controlled Entity of any notice, concerning the imposition of "withdrawal liability" (as defined in Part I of Subtitle E of Title IV of ERISA) or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in reorganization, within the meaning of Title IV of ERISA.

"Eurodollar Advance" means an Advance which, except as otherwise provided in Section 2.14, bears interest at the applicable Eurodollar Rate.

"Eurodollar Base Rate" means, with respect to a Eurodollar Advance for the relevant Interest Period, the applicable British Bankers' Association LIBOR rate for deposits in Dollars as reported by any generally recognized financial information service as of 11:00 a.m. (London time) two (2) Business Days prior to the first day of such Interest Period, and having a maturity equal to such Interest Period, provided that, if no such British Bankers' Association LIBOR rate is available to the Agent, the applicable Eurodollar Base Rate for the relevant Interest Period shall instead be the rate determined by the Agent to be the rate at which JPMCB or one of its affiliate banks offers to place deposits in Dollars with first-class banks in the London interbank market at approximately 11:00 a.m. (London time) two (2) Business Days prior to the first day of such Interest Period, in the approximate amount of JPMCB's relevant Eurodollar Loan and having a maturity equal to such Interest Period.

"Eurodollar Loan" means a Loan which, except as otherwise provided in Section 2.14, bears interest at the applicable Eurodollar Rate.

"Eurodollar Rate" means, with respect to a Eurodollar Advance for the relevant Interest Period, the sum of (i) the quotient of (a) the Eurodollar Base Rate applicable to such Interest Period, divided by (b) one minus the Reserve Requirement (expressed as a decimal) applicable to such Interest Period, plus (ii) (A) in the case of a Eurodollar Advance consisting of Revolving Loans, the then Applicable Margin, changing as and when the Applicable Margin changes and (B) in the case of a Eurodollar Advance consisting of a Competitive Loan or Loans, the Margin applicable to such Loan or Loans.

"Eurodollar Rate Advance" means an Advance consisting of Competitive Loans bearing interest at the Eurodollar Rate.

"Exchange Act Documents" means (a) the Annual Report of each of the Company and the Borrowing Subsidiaries to the Securities and Exchange Commission on Form 10-K for the fiscal year ended December 31, 2005, (b) the Quarterly Reports of each of the Company and the Borrowing Subsidiaries to the Securities and Exchange Commission on Form 10-Q for the fiscal quarter ended March 31, 2006, and (c) all Current Reports of each of the Company and the Borrowing Subsidiaries to the Securities and Exchange Commission on Form 8-K from January 1, 2006, to July 13, 2006.

"Excluded Taxes" means, in the case of each Lender or applicable Lending Installation and the Agent, taxes imposed on its overall net income, and franchise taxes imposed on it, by (i) the jurisdiction under the laws of which such Lender or the Agent is incorporated or organized or

any political combination or subdivision or taxing authority thereof or (ii) the jurisdiction in which the Agent's or such Lender's principal executive office or such Lender's applicable Lending Installation is located.

"Exhibit" refers to an exhibit to this Agreement, unless another document is specifically referenced.

"Existing Amended Five-Year Credit Agreement" means the Amended and Restated Five-Year Revolving Credit Agreement dated as of July 14, 2005, among the Company, the lenders from time to time party thereto and JPMCB, as administrative agent.

"Existing CILCO Indenture" means the Indenture of Mortgage and Deed of Trust dated as of April 1, 1933, as heretofore or from time to time hereafter supplemented and amended, between CILCO and Deutsche Bank Trust Company Americas f/k/a Bankers Trust Company, as Trustee.

"Existing CIPS Indenture" means the Indenture dated October 1, 1941, as heretofore or from time to time hereafter supplemented and amended, between CIPS and U.S. Bank Trust National Association and Patrick J. Crowley, as Trustees.

"Existing Intercompany Note" means the Amended and Restated Promissory Note, dated May 1, 2000 and as amended and restated on May 1, 2005, between Genco, as maker and CIPS, as payee.

"Existing IP Indenture" means the General Mortgage Indenture and Deed of Trust dated as of November 1, 1992, as heretofore or from time to time supplemented and amended between IP and BNY Midwest Trust Company as successor to Harris Trust and Savings Bank, as Trustee.

"Existing UE Indenture" means the Indenture of Mortgage and Deed of Trust dated as of June 15, 1937, as heretofore or from time to time hereafter supplemented and amended, between Union Electric and The Bank of New York, as Trustee.

"Facility Fee" is defined in Section 2.8.1.

"Facility Termination Date" means the first date on which the Availability Termination Date shall have occurred as to each Borrower.

"Federal Funds Effective Rate" means, for any day, an interest rate per annum equal to the weighted average of the rates on overnight Federal Funds transactions with members of the Federal Reserve System arranged by Federal Funds brokers on such day, as published for such day (or, if such day is not a Business Day, for the immediately preceding Business Day) by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations at approximately 11:00 a.m. (New York time) on such day on such transactions received by the Agent from three Federal Funds brokers of recognized standing selected by the Agent in its sole discretion.

"FERC" means the Federal Energy Regulatory Commission.

"FERC Limit" means, as to each Borrowing Subsidiary, the amount set forth below opposite the name of such Borrowing Subsidiary:

Borrowing Subsidiary	FERC Limit
Union Electric	$1,000,000,000
Genco	$ 300,000,000
CIPS	$ 250,000,000
CILCO	$ 250,000,000

"First Mortgage Bonds" means bonds or other indebtedness issued by Union Electric, CIPS, CILCO or IP, as applicable, pursuant to the Existing UE Indenture, the Existing CIPS Indenture, the Existing CILCO Indenture or the Existing IP Indenture.

"Fixed Rate" means, with respect to any Competitive Loan (other than a Eurodollar Loan), the fixed rate of interest per annum specified by the Lender making such Competitive Loan in its related Competitive Bid.

"Fixed Rate Advance" means an Advance consisting of Competitive Loans bearing interest at a Fixed Rate.

"Fixed Rate Loan" means a Competitive Loan bearing interest at a Fixed Rate.

"Floating Rate" means, for any day, a rate per annum equal to the sum of (i) the Alternate Base Rate for such day, changing when and as the Alternate Base Rate changes *plus* (ii) the then Applicable Margin, changing as and when the Applicable Margin changes.

"Floating Rate Advance" means an Advance which, except as otherwise provided in Section 2.14, bears interest at the Floating Rate.

"Fund" means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

"Genco" means Ameren Energy Generating Company, an Illinois corporation and a Subsidiary of the Company.

"Illinois Agreement" means the Credit Agreement, dated as of the date hereof among CIPS, CILCO, IP, AmerenEnergy Resources Generating Company, CILCORP, the lenders party thereto and JPMorgan Chase Bank, N.A., as agent thereunder **.**

"Illinois Borrower" means each of IP, CIPS and CILCO, so long as such entity is a Borrower under this Agreement.

"Inactive Subsidiary" means any Subsidiary of a Borrower that (a) does not conduct any business operations, (b) has assets with a total book value not in excess of $1,000,000 and (c) does not have any Indebtedness outstanding.
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"Indebtedness" of a Person means, at any time, without duplication, such Person's (i) obligations for borrowed money, (ii) obligations representing the deferred purchase price of Property or services (other than current accounts payable arising in the ordinary course of such Person's business payable on terms customary in the trade), (iii) obligations, whether or not assumed, secured by Liens or payable out of the proceeds or production from Property now or hereafter owned or acquired by such Person, (iv) obligations which are evidenced by notes, bonds, debentures, acceptances, or other instruments, (v) obligations to purchase securities or other Property arising out of or in connection with the sale of the same or substantially similar securities or Property, (vi) Capitalized Lease Obligations (except for Capitalized Lease Obligations entered into by Union Electric in connection with the Peno Creek Project or the Audrain Project), (vii) Contingent Obligations of such Person, (viii) reimbursement obligations under letters of credit, bankers acceptances, surety bonds and similar instruments issued upon the application of such Person or upon which such Person is an account party or for which such Person is in any way liable, (ix) Off-Balance Sheet Liabilities, (x) obligations under Sale and Leaseback Transactions, (xi) Net Mark-to-Market Exposure under Rate Management Transactions and (xii) any other obligation for borrowed money which in accordance with Agreement Accounting Principles would be shown as a liability on the consolidated balance sheet of such Person.

"Interest Period" means (a) with respect to a Eurodollar Advance, a period of one, two, three or six months, commencing on the date of such Advance and ending on but excluding the day which corresponds numerically to such date one, two, three or six months thereafter and (b) with respect to any Fixed Rate Advance, the period (which shall not be less than 7 days or more than 360 days) commencing on the date of such Advance and ending on the date specified in the applicable Competitive Bid Request; provided , however , that (i) in the case of Eurodollar Advances, if there is no such numerically corresponding day in such next, second, third or sixth succeeding month, such Interest Period shall end on the last Business Day of such next, second, third or sixth succeeding month, (ii) if an Interest Period would otherwise end on a day which is not a Business Day, such Interest Period shall end on the next succeeding Business Day, provided , however , that if said next succeeding Business Day falls in a new calendar month, such Interest Period shall end on the immediately preceding Business Day and (iii) no Interest Period in respect of an Advance to any Borrower may end after the Availability Termination Date for such Borrower. For purposes hereof, the date of an Advance initially shall be the date on which such Advance is made and, in the case of an Advance comprising Revolving Loans, thereafter shall be the effective date of the most recent conversion or continuation of such Loans.

"Investment" of a Person means any loan, advance (other than commission, travel and similar advances to officers and employees made in the ordinary course of business), extension of credit (other than accounts receivable arising in the ordinary course of business on terms customary in the trade) or contribution of capital by such Person; stocks, bonds, mutual funds, partnership interests, notes, debentures or other securities owned by such Person; any deposit accounts and certificates of deposit owned by such Person; and structured notes, derivative financial instruments and other similar instruments or contracts owned by such Person.

"IP" means Illinois Power Company d/b/a AmerenIP, an Illinois corporation and, as of the Amendment Effective Date, a Subsidiary of the Company.

"Issuing Bank" means, at any time, JPMCB, Barclays Bank and each other person that shall have become an Issuing Bank hereunder as provided in Section 2.6(j), each in its capacity as an issuer of Letters of Credit hereunder. Each Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of such Issuing Bank, in which case the term "Issuing Bank" shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate.

"Issuing Bank Agreement" shall have the meaning assigned to such term in Section 2.6(j).

"JPMCB" means JPMorgan Chase Bank, N.A.

"LC Commitment" means, as to each Issuing Bank, the commitment of such Issuing Bank to issue Letters of Credit pursuant to Section 2.6. The initial amount of each Issuing Bank's LC Commitment is set forth on the LC Commitment Schedule, or in the case of any additional Issuing Bank, as provided in Section 2.6(j).

"LC Commitment Schedule" means the Schedule identifying each Issuing Bank's LC Commitment as of the Closing Date attached hereto and identified as such.

"LC Disbursement" means a payment made by an Issuing Bank pursuant to a Letter of Credit.

"LC Exposure" means, at any time, the sum of (a) the aggregate undrawn amount of all outstanding Letters of Credit at such time plus (b) the aggregate amount of all LC Disbursements that have not yet been reimbursed by or on behalf of the applicable Borrowers at such time. The LC Exposure of any Lender at any time shall be its Pro Rata Share of the total LC Exposure at such time.

"LC Participation Fee" is defined in Section 2.8.2.

"Lenders" means the lending institutions listed on the signature pages of this Agreement and their respective successors and assigns. Unless the context requires otherwise, the term "Lenders" includes the Swingline Lender.

"Lending Installation" means, with respect to a Lender or the Agent, the office, branch, subsidiary or affiliate of such Lender or the Agent listed on the signature pages hereof or on the administrative information sheets provided to the Agent in connection herewith or on a Schedule or otherwise selected by such Lender or the Agent pursuant to Section 2.20.

"Letter of Credit" means any letter of credit issued pursuant to this Agreement.

"Leveraged Lease Sales" means sales by the Company or any Subsidiary of investments, in existence on the date hereof, in assets leased to an unaffiliated lessee under leveraged lease arrangements in existence on the date hereof, including any transactions between and among the Company and/or subsidiaries that are necessary to effect the sale of such investments to a Person other than the Company or any of its Subsidiaries.

"Lien" means any lien (statutory or other), mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, the interest of a vendor or lessor under any conditional sale, Capitalized Lease or other title retention agreement, and, in the case of stock, stockholders agreements, voting trust agreements and all similar arrangements).

"Loans" means the loans made by the Lenders to the Borrowers pursuant to this Agreement.

"Loan Documents" means this Agreement and all other documents, instruments, notes (including any Notes issued pursuant to Section 2.16 (if requested)) and agreements executed in connection herewith or therewith or contemplated hereby or thereby, as the same may be amended, restated or otherwise modified and in effect from time to time.

"Margin" means, with respect to any Competitive Loan bearing interest at a rate based on the Eurodollar Base Rate, the marginal rate of interest, if any, to be added to or subtracted from the Eurodollar Base Rate to determine the rate of interest applicable to such Loan, as specified by the Lender making such Loan in its related Competitive Bid.

"Material Adverse Effect" means, with respect to any Borrower, a material adverse effect on (i) the business, Property, condition (financial or otherwise), operations or results of operations or prospects of such Borrower, or such Borrower and its Subsidiaries taken as a whole, (ii) the ability of such Borrower to perform its obligations under the Loan Documents, or (iii) the validity or enforceability of any of the Loan Documents against such Borrower or the rights or remedies of the Agent or the Lenders thereunder; provided that any such adverse effect resulting solely from the diminution in the value of any investment by any Person in, or any reduction in dividends, distributions or other payments received by any Person from, any subsidiary that is not a Subsidiary of such Person shall not in and of itself constitute a Material Adverse Effect with respect to such Person.

"Material Indebtedness" means any Indebtedness (other than any Indebtedness incurred as part of any Permitted Securitization) in an outstanding principal amount of $50,000,000 or more in the aggregate (or the equivalent thereof in any currency other than Dollars).

"Material Indebtedness Agreement" means any agreement under which any Material Indebtedness was created or is governed or which provides for the incurrence of Indebtedness in an amount which would constitute Material Indebtedness (whether or not an amount of Indebtedness constituting Material Indebtedness is outstanding thereunder).

"Maturity Date" means (a) in the case of the Company, the Commitment Termination Date, and (b) in the case of any Borrowing Subsidiary, July 13, 2006, or, in the case of any Borrower, any date to which such Borrower's Maturity Date shall have been extended as provided in Section 2.23.

"Money Pool Agreements" means, collectively, (i) that certain Ameren Corporation System Utility Money Pool Agreement, dated as of March 25, 1999, by and among the Company, Ameren Services Company, Union Electric, CIPS, CILCO, IP and AmerenEnergy

Resources Generating Company, as amended from time to time (including, without limitation, the addition of any of their Affiliates as parties thereto), and (ii) that certain Ameren Corporation System Non-Regulated Subsidiary Money Pool Agreement, dated as of February 27, 2003, by and among the Company, Ameren Services Company, Genco and certain Subsidiaries of the Company excluding Union Electric, CIPS, CILCO and IP, as amended from time to time (including, without limitation, the addition of any of their Affiliates, other than Union Electric, CIPS, CILCO and IP, as parties thereto).

"Moody's" means Moody's Investors Service, Inc.

"Multiemployer Plan" means a multiemployer plan, as defined in Section 4001(a)(3) of ERISA.

"Net Mark-to-Market Exposure" of a Person means, as of any date of determination, the excess (if any) of all unrealized losses over all unrealized profits of such Person arising from Rate Management Transactions. "Unrealized losses" means the fair market value of the cost to such Person of replacing such Rate Management Transaction as of the date of determination (assuming the Rate Management Transaction were to be terminated as of that date), and "unrealized profits" means the fair market value of the gain to such Person of replacing such Rate Management Transaction as of the date of determination (assuming such Rate Management Transaction were to be terminated as of that date).

"1935 Act" means the Public Utility Holding Company Act of 1935, as amended (together with all rules, regulations and orders promulgated or otherwise issued in connection therewith).

"Non-U.S. Lender" is defined in Section 3.5(iv).

"Note" is defined in Section 2.16.

"Obligations" means all Loans, reimbursement obligations in respect of LC Disbursements, advances, debts, liabilities, obligations, covenants and duties owing by a Borrower to the Agent, any Issuing Bank, any Lender, the Arrangers, any affiliate of the Agent, any Issuing Bank, any Lender or the Arrangers, or any indemnitee under the provisions of Section 9.6 or any other provisions of the Loan Documents, in each case of any kind or nature, present or future, arising under this Agreement or any other Loan Document, whether or not evidenced by any note, guaranty or other instrument, whether or not for the payment of money, whether arising by reason of an extension of credit, loan, foreign exchange risk, guaranty, indemnification, or in any other manner, whether direct or indirect (including those acquired by assignment), absolute or contingent, due or to become due, now existing or hereafter arising and however acquired. The term includes, without limitation, all interest, charges, expenses, fees, attorneys' fees and disbursements, paralegals' fees (in each case whether or not allowed), and any other sum chargeable to such Borrower or any of its Subsidiaries under this Agreement or any other Loan Document.

"Off-Balance Sheet Liability" of a Person means the principal component of (i) any repurchase obligation or liability of such Person with respect to accounts or notes receivable sold by such Person, (ii) any liability under any Sale and Leaseback Transaction which is not a

Capitalized Lease, (iii) any liability under any so-called "synthetic lease" or "tax ownership operating lease" transaction entered into by such Person, or (iv) any obligation arising with respect to any other transaction which is the functional equivalent of or takes the place of borrowing but which does not constitute a liability on the consolidated balance sheets of such Person, but excluding from this clause (iv) Operating Leases.

"Operating Lease" of a Person means any lease of Property (other than a Capitalized Lease) by such Person as lessee which has an original term (including any required renewals and any renewals effective at the option of the lessor) of one year or more.

"Original Credit Agreement" has the meaning assigned to such term in the preamble hereto.

"Other Taxes" is defined in Section 3.5(ii).

"Outstanding Credit Exposure" means, as to any Lender at any time, the aggregate principal amount of its (i) Revolving Loans, (ii) Competitive Loans, (iii) LC Exposure and (iv) Swingline Exposure outstanding at such time.

"Participants" is defined in Section 12.2.1.

"Payment Date" means the last day of each March, June, September and December and the Facility Termination Date.

"PBGC" means the Pension Benefit Guaranty Corporation referred to and defined in ERISA and any successor entity performing similar functions.

"Peno Creek Project" means the Chapter 100 financing transaction and agreements related thereto entered into between Union Electric and the City of Bowling Green, Missouri (the " City ") pursuant to which (i) Union Electric conveyed to and leased from the City certain land and improvements including four combustion turbine generating units, and (ii) the City issued indebtedness (which was purchased by Union Electric) to finance the acquisition of such Property.

"Permitted Securitization" means any sale, grant and/or contribution, or series of related sales, grants and/or contributions, by an Illinois Borrower or any subsidiary of such Illinois Borrower of Receivables to a trust, corporation or other entity, where the purchase of such Receivables is funded or exchanged in whole or in part by the incurrence or issuance by the purchaser, grantee or any successor entity of Indebtedness or securities that are to receive payments from, or that represent interests in, the cash flow derived primarily from such Receivables (provided, however, that "Indebtedness" as used in this definition shall not include Indebtedness incurred by an SPC owed to the Illinois Borrower or to a subsidiary of such Illinois Borrower which Indebtedness represents all or a portion of the purchase price or other consideration paid by the SPC for such receivables or interest therein), where (a) any recourse, repurchase, hold harmless, indemnity or similar obligations of such Illinois Borrower or any subsidiary (other than any SPC that is a party to such transaction) of such Illinois Borrower in respect of Receivables sold, granted or contributed, or payments made in respect thereof, are customary for transactions of this type, and do not prevent the characterization of the transaction

as a true sale under applicable laws (including debtor relief laws), (b) any recourse, repurchase, hold harmless, indemnity or similar obligations of any SPC in respect of Receivables sold, granted or contributed or payments made in respect thereof, are customary for transactions of this type and (c) such securitization transaction is authorized by an order of the Illinois Commerce Commission pursuant to state legislation specifically authorizing such securitizations.

"Person" means any natural person, corporation, firm, joint venture, partnership, limited liability company, association, enterprise, trust or other entity or organization, or any government or political subdivision or any agency, department or instrumentality thereof.

"Plan" means at a particular time, any employee benefit plan (other than a Multiemployer Plan) which is covered by ERISA or Section 412 of the Code and in respect of which a Borrower or a Commonly Controlled Entity is (or, if such plan were terminated at such time, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"Pricing Schedule" means the Schedule identifying the Applicable Margin and Applicable Fee Rate attached hereto and identified as such.

"Prime Rate" means a rate per annum equal to the prime rate of interest announced from time to time by JPMCB (which is not necessarily the lowest rate charged to any customer), changing when and as said prime rate changes.

"Pro Rata Share" means, with respect to a Lender, a portion equal to a fraction the numerator of which is such Lender's Commitment at such time (in each case, as adjusted from time to time in accordance with the provisions of this Agreement) and the denominator of which is the Aggregate Commitment at such time, or, if the Aggregate Commitment has been terminated, a fraction the numerator of which is such Lender's Outstanding Credit Exposure at such time and the denominator of which is the Aggregate Outstanding Credit Exposure at such time (and if there shall be no Outstanding Credit Exposures at such time, the Lenders' Pro Rata Shares shall be determined on the basis of the Outstanding Credit Exposures then most recently in effect).

"Project Finance Subsidiary" means any Subsidiary created for the purpose of obtaining non-recourse financing for any operating asset that is the sole and direct obligor of Indebtedness incurred in connection with such financing. A Subsidiary shall be deemed to be a Project Finance Subsidiary only from and after the date on which such Subsidiary is expressly designated as a Project Finance Subsidiary to the Agent by written notice executed by an Authorized Officer; provided that in no event shall any Borrowing Subsidiary be designated or deemed a Project Finance Subsidiary.

"Property" of a Person means any and all property, whether real, personal, tangible, intangible, or mixed, of such Person, or other assets owned, leased or operated by such Person.

"Purchasers" is defined in Section 12.3.1.

"Rate Management Transaction" means any transaction linked to one or more interest rates, foreign currencies, or equity prices (including an agreement with respect thereto) now existing or hereafter entered by a Borrower or a Subsidiary (other than a Project Finance

Subsidiary) which is a rate swap, basis swap, forward rate transaction, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, forward transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of these transactions) or any combination thereof.

"Receivables" shall mean any accounts receivable, payment intangibles, notes receivable, right to receive future payments and related rights of an Illinois Borrower or any subsidiary of such Illinois Borrower in respect of the recovery of deferred power supply costs and/or other costs through charges applied and invoiced to customers of such Illinois Borrower or such subsidiary, as authorized by an order of a public utilities commission pursuant to state legislation specifically authorizing the securitization thereof, or any interests therein.

“Regulation D” means Regulation D of the Board of Governors of the Federal Reserve System as from time to time in effect and any successor thereto or other regulation or official interpretation of said Board of Governors relating to reserve requirements applicable to member banks of the Federal Reserve System.

“Regulation U” means Regulation U of the Board of Governors of the Federal Reserve System as from time to time in effect and any successor or other regulation or official interpretation of said Board of Governors relating to the extension of credit by banks, non-banks and non-broker lenders for the purpose of purchasing or carrying margin stocks applicable to member banks of the Federal Reserve System.

“Regulation X” means Regulation X of the Board of Governors of the Federal Reserve System as from time to time in effect and any successor or other regulation or official interpretation of said Board of Governors relating to the extension of credit by foreign lenders for the purpose of purchasing or carrying margin stock (as defined therein).

“Reportable Event” means any of the events set forth in Section 4043(c) of ERISA or the regulations issued under Section 4043 of ERISA, other than those events as to which the thirty day notice period is waived under Sections .21, .22, .23, .26, .27 or .28 of PBGC Reg. § 4043.

“Required Lenders” means Lenders in the aggregate having greater than fifty percent (50%) of the Aggregate Commitment; provided that for purposes of declaring the Loans to be due and payable pursuant to Article VIII and for all purposes after the Loans have become due and payable pursuant to Article VIII and the Aggregate Commitment has been terminated, “Required Lenders” shall mean Lenders in the aggregate holding greater than fifty percent (50%) of the Aggregate Outstanding Credit Exposure.

“Reserve Requirement” means, with respect to an Interest Period, the maximum aggregate reserve requirement (including all basic, supplemental, marginal and other reserves) which is imposed under Regulation D on “Eurocurrency liabilities” (as defined in Regulation D).

“Revolving Advance” means an Advance comprised of Revolving Loans.

"Revolving Credit Exposure" means, with respect to any Lender at any time, the sum of the outstanding principal amount of such Lender's Revolving Loans, such Lender's LC Exposure and such Lender's Swingline Exposure at such time.

"Revolving Eurodollar Advance" means a Revolving Advance comprising a Loan or Loans that bear interest at the Eurodollar Rate.

"Revolving Floating Rate Advance" means a Revolving Advance comprising a Loan or Loans that bear interest at a Floating Rate.

"Revolving Loan" means, with respect to a Lender, such Lender's loan made pursuant to its commitment to lend set forth in Section 2.1 (and any conversion or continuation thereof).

"S&P" means Standard and Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. and any successor thereto.

"Sale and Leaseback Transaction" means any sale or other transfer of Property by any Person with the intent to lease such Property as lessee.

"Schedule" refers to a specific schedule to this Agreement, unless another document is specifically referenced.

"SEC" means the Securities and Exchange Commission.

"Section" means a numbered section of this Agreement, unless another document is specifically referenced.

"SPC" means a special purpose, bankruptcy-remote Person formed for the sole and exclusive purpose of engaging in activities in connection with the purchase, sale and financing of Receivables in connection with and pursuant to a Permitted Securitization.

"Subsidiary" of a Person means (i) any corporation more than 50% of the outstanding securities having ordinary voting power of which shall at the time be owned or controlled, directly or indirectly, by such Person or by one or more of its Subsidiaries or by such Person and one or more of its Subsidiaries, or (ii) any partnership, limited liability company, association, joint venture or similar business organization more than 50% of the ownership interests having ordinary voting power of which shall at the time be so owned or controlled; provided , however , that (i) neither AmerenEnergy Resources Generating Company nor CILCORP shall constitute a "Subsidiary" for any purpose of this Agreement, (ii) from and after such time as any Borrowing Subsidiary ceases to be a "Borrower", a "Borrowing Subsidiary" and a "Subsidiary" in accordance with Section 2.24, neither such Borrowing Subsidiary nor any of its subsidiaries shall constitute a "Subsidiary" for any purpose of this Agreement and (iii) from and after such time as CILCO ceases to be a "Borrower", a "Borrowing Subsidiary" and a "Subsidiary" in accordance with Section 2.24, none of the other subsidiaries of CILCORP shall constitute a "Subsidiary" for any purpose of this Agreement. Unless otherwise expressly provided, all references herein to a "Subsidiary" shall mean a Subsidiary of the Company.

"Subsidiary Credit Exposure" means, with respect to any Borrowing Subsidiary at any time, the aggregate amount of (i) all Revolving Loans made to such Borrowing Subsidiary and outstanding at such time, (ii) all Competitive Loans made to such Borrowing Subsidiary and outstanding at such time, (iii) that portion of the LC Exposure at such time attributable to Letters of Credit issued for the account of such Borrowing Subsidiary and (iv) that portion of the Swingline Exposure at such time attributable to Swingline Loans made to such Borrowing Subsidiary.

"Subsidiary Maturity Date Extension Request" is defined in Section 2.23.

"Subsidiary Sublimit" means (a) as to each Borrowing Subsidiary other than Union Electric $150,000,000 and (b) as to Union Electric, $500,000,000 or, in the case of any Borrowing Subsidiary, any lesser amount to which the Subsidiary Sublimit of such Borrowing Subsidiary shall have been reduced pursuant to Section 2.8.

"Substantial Portion" means, with respect to the Property of a Borrower and its Subsidiaries, Property which represents more than 10% of the consolidated assets of such Borrower and its Subsidiaries or property which is responsible for more than 10% of the consolidated net sales or of the consolidated net income of such Borrower and its Subsidiaries, in each case, as would be shown in the consolidated financial statements of such Borrower and its Subsidiaries as at the end of the four fiscal quarter period ending with the fiscal quarter immediately prior to the fiscal quarter in which such determination is made (or if financial statements have not been delivered hereunder for that fiscal quarter which ends the four fiscal quarter period, then the financial statements delivered hereunder for the quarter ending immediately prior to that quarter).

"Swingline Exposure" means, at any time, the aggregate principal amount of all Swingline Loans outstanding at such time. The Swingline Exposure of any Lender at any time shall be its Pro Rata Share of the total Swingline Exposure at such time; provided that if the Aggregate Commitment has been terminated such Pro Rata Share shall be determined based on the Commitments most recently in effect, but giving effect to any subsequent assignments.

"Swingline Lender" means JPMorgan Chase Bank, N.A., in its capacity as lender of Swingline Loans hereunder.

"Swingline Loan" means a Loan made pursuant to Section 2.5.

"Syndication Agent" means Barclays Bank.

"Taxes" means any and all present or future taxes, duties, levies, imposts, deductions, charges or withholdings, and any and all liabilities with respect to the foregoing, but excluding Excluded Taxes.

"Transferee" is defined in Section 12.4.

"2005 Act" means the Public Utility Holding Company Act of 2005, as it may be amended (together with all rules, regulations and orders promulgated or otherwise issued in connection therewith).

"Type" means, with respect to any Advance, its nature as a Fixed Rate Advance, Floating Rate Advance or Eurodollar Advance.

"Union Electric" means Union Electric Company d/b/a AmerenUE, a Missouri corporation and a Subsidiary of the Company.

"Unmatured Default" means an event which but for the lapse of time or the giving of notice, or both, would constitute a Default.

"USA Patriot Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001.

1.2. Plural Forms . The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms.

ARTICLE II

THE CREDITS

2.1. Commitment . Subject to the satisfaction of the conditions precedent set forth in Section 4.1 and 4.2, as applicable, each Lender severally and not jointly agrees, on the terms and conditions set forth in this Agreement, to make Revolving Loans to each Borrower from time to time from and including the Closing Date and prior to the Availability Termination Date for such Borrower in an amount not to exceed its Pro Rata Share of the Available Aggregate Commitment; provided that (i) at no time shall the Aggregate Outstanding Credit Exposure exceed the Aggregate Commitment, (ii) at no time shall the Committed Credit Exposure of any Lender exceed its Commitment and (iii) at no time shall the Subsidiary Credit Exposure of any Borrowing Subsidiary exceed the Subsidiary Sublimit of such Borrowing Subsidiary. Subject to the terms of this Agreement, each Borrower may, severally and not jointly with the other Borrowers, borrow, repay and reborrow Revolving Loans at any time prior to the Availability Termination Date for such Borrower. The commitment of each Lender to lend to each Borrower hereunder shall automatically expire on the Availability Termination Date for such Borrower.

2.2. Required Payments; Termination . Each Borrower, severally and not jointly with the other Borrowers, hereby unconditionally promises to pay (i) to the Agent for the account of each Lender the then unpaid principal amount of each Revolving Loan made by such Lender to such Borrower on the Availability Termination Date for such Borrower, (ii) to the Agent for the account of each Lender the then unpaid principal amount of each Competitive Loan made by such Lender to such Borrower on the last day of the Interest Period applicable to such Loan, which shall not be later than the Availability Termination Date for such Borrower and (iii) to the Swingline Lender the then unpaid principal amount of each Swingline Loan made to such Borrower on the earlier of the Availability Termination Date for such Borrower and the fifth Business Day after such Swingline Loan is made; provided that on each date that a Revolving Loan or Competitive Loan is made to a Borrower, such Borrower shall repay all Swingline Loans made to such Borrower and then outstanding. Notwithstanding the termination of the Commitments under this Agreement, until all of the Obligations of each Borrower (other than contingent indemnity obligations) shall have been fully paid and satisfied and all financing

arrangements between each Borrower and the Lenders hereunder and under the other Loan Documents shall have been terminated, all of the rights and remedies with respect to such Borrower and its Obligations under this Agreement and the other Loan Documents shall survive.

2.3. Loans . Each Advance hereunder shall consist of (a) Revolving Loans made by the Lenders ratably in accordance with their Pro Rata Shares of the Aggregate Commitment, (b) Competitive Loans or (c) Swingline Loans.

2.4. Competitive Bid Procedure .

(a) Subject to the terms and conditions set forth herein, each Borrower may request Competitive Bids and may (but shall not have any obligation to) accept Competitive Bids and borrow Competitive Loans from time to time prior to the Availability Termination Date for such Borrower; provided that (i) the Aggregate Outstanding Credit Exposure at any time shall not exceed the Aggregate Commitment and (ii) at no time shall the Subsidiary Credit Exposure of any Borrowing Subsidiary exceed the Subsidiary Sublimit of such Borrowing Subsidiary. Within the foregoing limits and subject to the terms and conditions set forth herein, each Borrower may, severally and not jointly with the other Borrowers, borrow, repay and reborrow Competitive Loans.

To request Competitive Bids, the applicable Borrower shall notify the Agent of such request by telephone, in the case of a Eurodollar Advance, not later than 11:00 a.m., New York time, four Business Days before the date of the proposed Advance and, in the case of a Fixed Rate Advance, not later than 10:00 a.m., New York time, one Business Day before the date of the proposed Advance; provided that each Borrower may submit up to (but not more than) two Competitive Bid Requests on the same day, but a Competitive Bid Request shall not be made within five Business Days after the date of any previous Competitive Bid Request, unless any and all such previous Competitive Bid Requests shall have been withdrawn or all Competitive Bids received in response thereto rejected. Each such telephonic Competitive Bid Request shall be confirmed promptly by hand delivery or telecopy to the Agent of a written Competitive Bid Request in a form approved by the Agent and signed by the applicable Borrower. Each such telephonic and written Competitive Bid Request shall specify the following information:

(ii) the Borrower requesting an Advance;

(iii) the aggregate amount of the requested Advance;

(iv) the date of such Advance, which shall be a Business Day;

(v) whether such Advance is to be a Eurodollar Rate Advance or a Fixed Rate Advance; and

(vi) the Interest Period to be applicable to such Advance, which shall be a period contemplated by the definition of the term "Interest Period".

Promptly following receipt of a Competitive Bid Request in accordance with this Section, the Agent shall notify the Lenders of the details thereof by telecopy, inviting the Lenders to submit Competitive Bids.

(a) Each Lender may (but shall not have any obligation to) make one or more Competitive Bids to the applicable Borrower in response to a Competitive Bid Request. Each Competitive Bid by a Lender must be in a form approved by the Agent and must be received by the Agent by telecopy, in the case of a Eurodollar Rate Advance, not later than 10:30 a.m., New York time, three Business Days before the proposed date of such Advance, and in the case of a Fixed Rate Advance, not later than 10:30 a.m., New York time, on the proposed date of such Advance. Competitive Bids that do not conform substantially to the form approved by the Agent may be rejected by the Agent, and the Agent shall notify the applicable Lender as promptly as practicable. Each Competitive Bid shall specify (i) the principal amount (which shall be a minimum of $5,000,000 and an integral multiple of $1,000,000 and which may equal the entire principal amount of the Advance requested by such Borrower) of the Competitive Loan or Loans that the Lender is willing to make, (ii) the Competitive Bid Rate or Rates at which the Lender is prepared to make such Loan or Loans (expressed as a percentage rate per annum in the form of a decimal to no more than four decimal places) and (iii) the Interest Period applicable to each such Loan and the last day thereof.

(b) The Agent shall promptly notify the applicable Borrower by telecopy of the Competitive Bid Rate and the principal amount specified in each Competitive Bid and the identity of the Lender that shall have made such Competitive Bid.

(c) Subject only to the provisions of this paragraph, the applicable Borrower may accept or reject any Competitive Bid. Such Borrower shall notify the Agent by telephone, confirmed by telecopy in a form approved by the Agent, whether and to what extent it has decided to accept or reject each Competitive Bid, in the case of a Eurodollar Rate Advance, not later than 10:30 a.m., New York time, three Business Days before the date of the proposed Advance, and in the case of a Fixed Rate Advance, not later than 10:30 a.m., New York time, on the proposed date of the Advance; provided that (i) the failure of a Borrower to give such notice shall be deemed to be a rejection of each Competitive Bid, (ii) a Borrower shall not accept a Competitive Bid made at a particular Competitive Bid Rate if such Borrower rejects a Competitive Bid made at a lower Competitive Bid Rate, (iii) the aggregate amount of the Competitive Bids accepted by a Borrower shall not exceed the aggregate amount of the requested Advance specified in the related Competitive Bid Request, (iv) to the extent necessary to comply with clause (iii) above, a Borrower may accept Competitive Bids at the same Competitive Bid Rate in part, which acceptance, in the case of multiple Competitive Bids at such Competitive Bid Rate, shall be made pro rata in accordance with the amount of each such Competitive Bid, and (v) except pursuant to clause (iv) above, no Competitive Bid shall be accepted for a Competitive Loan unless such Competitive Loan is in a minimum principal amount of $5,000,000 and an integral multiple of $1,000,000; provided further that if a Competitive Loan must be in an amount less than $5,000,000 because of the provisions of clause (iv) above, such Competitive Loan may be for a minimum of $1,000,000 or any integral multiple thereof, and in calculating the pro rata allocation of acceptances of portions of multiple Competitive Bids at a particular Competitive Bid Rate pursuant to clause (iv) the amounts shall be rounded to integral multiples of $1,000,000 in a manner determined by the applicable Borrower. A notice given by a Borrower pursuant to this paragraph shall be irrevocable.

(d) The Agent shall promptly notify each bidding Lender by telecopy whether or not its Competitive Bid has been accepted (and, if so, the amount and Competitive Bid Rate so

accepted), and each successful bidder will thereupon become bound, subject to the terms and conditions hereof, to make the Competitive Loan in respect of which its Competitive Bid has been accepted.

(e) If the Agent shall elect to submit a Competitive Bid in its capacity as a Lender, it shall submit such Competitive Bid directly to the applicable Borrower at least one quarter of an hour earlier than the time by which the other Lenders are required to submit their Competitive Bids to the Agent pursuant to paragraph (b) of this Section.

2.5. Swingline Loans .

(a) Subject to the terms and conditions set forth herein, the Swingline Lender agrees to make Swingline Loans to each Borrower from time to time from and including the Closing Date and prior to the Availability Termination Date for such Borrower, in an amount that will not result in the Swingline Exposure exceeding $100,000,000; provided that (i) at no time shall the Aggregate Outstanding Credit Exposure exceed the Aggregate Commitment, (ii) at no time shall the Committed Credit Exposure of any Lender exceed its Commitment and (iii) at no time shall the Subsidiary Credit Exposure of any Borrowing Subsidiary exceed the Subsidiary Sublimit of such Borrowing Subsidiary; and provided further that the Swingline Lender shall not be required to make a Swingline Loan to refinance an outstanding Swingline Loan. Within the foregoing limits and subject to the terms and conditions set forth herein, each Borrower may, severally and not jointly with the other Borrowers, borrow, prepay and reborrow Swingline Loans.

(b) Each Swingline Loan shall bear interest at (i) the rate per annum applicable to Floating Rate Advances or (ii) any other rate per annum (computed on the basis of the actual number of days elapsed over a year of 360 days) which shall be quoted by the Swingline Lender on the date such Loan is made and accepted by the applicable Borrower as provided in this Section 2.5; provided , that commencing on any date on which the Swingline Lender requires the Lenders to acquire participations in a Swingline Loan pursuant to Section 2.5(d), such Loan shall bear interest at the rate per annum applicable to Floating Rate Advances.

(c) To request a Swingline Loan, the applicable Borrower shall notify the Swingline Lender of such request by telephone (confirmed by telecopy), not later than 12:00 noon, New York time, on the day of a proposed Swingline Loan. Each such notice shall be irrevocable and shall specify the requested date (which shall be a Business Day) and amount of the requested Swingline Loan. If so requested by the applicable Borrower, the Swingline Lender will quote an interest rate that, if accepted by such Borrower, will be applicable to the requested Swingline Loan, and such Borrower will promptly notify the Swingline Lender in the event it accepts such rate. The Swingline Lender will promptly advise the Agent of any such notice received from such Borrower. The Swingline Lender shall make each Swingline Loan available to such Borrower by means of a credit to an account with the Swingline Lender specified by such Borrower by 3:00 p.m., New York time, on the requested date of such Swingline Loan.

(d) The Swingline Lender may by written notice given to the Agent not later than 10:00 a.m., New York time, on any Business Day require the Lenders to acquire participations on such Business Day in all or a portion of the Swingline Loans outstanding. Such notice shall

specify the aggregate amount of Swingline Loans in which Lenders will participate. Promptly upon receipt of such notice, the Agent will give notice thereof to each

Lender, specifying in such notice such Lender's Pro Rata Share of such Swingline Loan or Loans. Each Lender hereby absolutely and unconditionally agrees, upon receipt of notice

as provided above, to pay to the Agent, for the account of the Swingline Lender, such Lender's Pro Rata Share of such Swingline Loan or Loans. Each Lender acknowledges and

agrees that its obligation to acquire participations in Swingline Loans pursuant to this paragraph is absolute and unconditional and shall not be affected by any circumstance

whatsoever, including the occurrence and continuance of a Default or reduction or termination of the Commitments, and that each such payment shall be made without any offset,

abatement, withholding or reduction whatsoever. Each Lender shall comply with its obligation under this paragraph by wire transfer of immediately available funds, in the same

manner as provided in Section 2.11 with respect to Loans made by such Lender (and Section 2.11 shall apply, mutatis mutandis , to the payment obligations of the Lenders), and the

Agent shall promptly pay to the Swingline Lender the amounts so received by it from the Lenders. The Agent shall notify the Company and the applicable Borrower of any

participation in any Swingline Loan acquired pursuant to this paragraph. Any amounts received by the Swingline Lender from such Borrower (or other party on behalf of such

Borrower) in respect of a Swingline Loan after receipt by the Swingline Lender of the proceeds of a sale of participation therein shall be promptly remitted to the Agent; any such

amounts received by the Agent shall be promptly remitted by the Agent to the Lenders that shall have made their payments pursuant to this paragraph and to the Swingline Lender,

as their interests may appear. The purchase of participations in a Swingline Loan pursuant to this paragraph shall not relieve such Borrower of any default in the payment thereof.

2.6. Letters of Credit .

(a) General . Subject to the terms and conditions set forth herein, (i) each Borrower may request the issuance of Letters of Credit for its own account and (ii) the

Company may request the issuance of Letters of Credit for its own account and, jointly, for the account of any of its subsidiaries (and in each case under this clause (ii), the Company

shall be considered the sole Borrower under such Letter of Credit for purposes of this Agreement notwithstanding any listing of any subsidiary as an account party or applicant with

respect to such Letter of Credit), in each case in a form reasonably acceptable to the Agent and the applicable Issuing Bank, at any time and from time to time prior to the Availability

Termination Date for such Borrower (with respect to any Letter of Credit referred to in clause (i) of this sentence) or the Company (with respect to any Letter of Credit referred to in

clause (ii) of this sentence), as the case may be. In the event any Letter of Credit is issued for the account of a Borrowing Subsidiary under clause (ii) of the preceding sentence and

the Company is solely liable under such Letter of Credit as provided in the preceding sentence, the LC Exposure related to such Letter of Credit shall not be included in the Subsidiary

Credit Exposure for such Borrowing Subsidiary or otherwise applied or measured against the Subsidiary Sublimit for such Borrowing Subsidiary. In the event of any inconsistency

between the terms and conditions of this Agreement and the terms and conditions of any form of letter of credit application or other agreement submitted by a Borrower to, or entered

into by a Borrower with, an Issuing Bank relating to any Letter of Credit, the terms and conditions of this Agreement shall control. The Company unconditionally and irrevocably

agrees that, in connection with any Letter of Credit referred to in clause (ii) of the first sentence of this paragraph, it will be fully responsible for the reimbursement of LC

Disbursements, the payment of interest thereon and the payment of LC Participation Fees and other fees due under Section 2.8.2 to the same extent as if it were the sole account party in respect of such Letter of Credit (the Company hereby irrevocably waiving any defenses that might otherwise be available to it as a guarantor of the obligations of any subsidiary that shall be a joint account party in respect of any such Letter of Credit).

(b) Notice of Issuance, Amendment, Renewal, Extension; Certain Conditions . To request the issuance of a Letter of Credit (or the amendment, renewal or extension of an outstanding Letter of Credit), the applicable Borrower shall hand deliver or telecopy (or transmit by electronic communication, if arrangements for doing so have been approved by the applicable Issuing Bank) to the applicable Issuing Bank and the Agent (reasonably in advance of the requested date of issuance, amendment, renewal or extension) a notice requesting the issuance of a Letter of Credit, or identifying the Letter of Credit to be amended, renewed or extended, and specifying the date of issuance, amendment, renewal or xtension (which shall be a Business Day), the date on which such Letter of Credit is to expire (which shall comply with paragraph (c) of this Section), the amount of such Letter of Credit, the account party or account parties with respect to such Letter of Credit, the name and address of the beneficiary thereof and such other information as shall be necessary to prepare, amend, renew or extend such Letter of Credit. If requested by the applicable Issuing Bank, such Borrower also shall submit a letter of credit application on such Issuing Bank's standard form in connection with any request for a Letter of Credit. A Letter of Credit shall be issued, amended, renewed or extended only if (and upon issuance, amendment, renewal or extension of each Letter of Credit, such Borrower shall be deemed to represent and warrant that), after giving effect to such issuance, amendment, renewal or extension (i) the Aggregate Outstanding Credit Exposure will not exceed the Aggregate Commitment, (ii) the Committed Credit Exposure of any Lender will not exceed its Commitment, (iii) the Subsidiary Credit Exposure of any Borrowing Subsidiary will not exceed the Subsidiary Sublimit of such Borrowing Subsidiary, (iv) the portion of the LC Exposure attributable to Letters of Credit issued by the applicable Issuing Bank will not exceed the LC Commitment of such Issuing Bank and (v) if the Commitment Termination Date shall have been extended pursuant to Section 2.23(a) with respect to some of but not all the Lenders, the portion of the LC Exposure attributable to Letters of Credit with expiry dates after the Existing Commitment Termination Date (as defined in Section 2.23(a)) will not exceed the portion of the Aggregate Commitment attributable to the Commitments of the Consenting Lenders (as defined in Section 2.23(a)). If the Required Lenders notify the Issuing Banks that a Default exists and instruct the Issuing Banks to suspend the issuance, amendment, renewal or extension of Letters of Credit, no Issuing Bank shall issue, amend, renew or extend any Letter of Credit without the consent of the Required Lenders until such notice is withdrawn by the Required Lenders (and each Lender that shall have delivered such notice agrees promptly to withdraw it at such time as no Default exists).

(c) Expiration Date . Each Letter of Credit shall expire at or prior to the close of business on the earlier of (i) the date one year after the date of the issuance of such Letter of Credit (or, in the case of any renewal or extension thereof, one year after such renewal or extension) and (ii) the date that is five Business Days prior to the Availability Termination Date for the applicable Borrower; provided that, with the prior consent of the Agent and the applicable Issuing Bank, a Letter of Credit may be extended beyond the fifth Business Day prior to the Availability Termination Date for the applicable Borrower so long as the applicable

Borrower has deposited in an account with the Agent, in the name of the Agent and for the benefit of the Lenders and such Issuing Bank, as cash collateral pursuant to documentation reasonably satisfactory to the Agent and such Issuing Bank, an amount in cash equal to the aggregate amount of all of its outstanding Letters of Credit with an expiration date later than the fifth Business Day prior to the Availability Termination Date for the applicable Borrower.

(d) Participations. By the issuance of a Letter of Credit (or an amendment to a Letter of Credit increasing the amount thereof) and without any further action on the part of the applicable Issuing Bank or the Lenders, such Issuing Bank hereby grants to each Lender, and each Lender hereby acquires from such Issuing Bank, a participation in such Letter of Credit equal to such Lender's Pro Rata Share of the aggregate amount available to be drawn under such Letter of Credit. In consideration and in furtherance of the foregoing, each Lender hereby absolutely and unconditionally agrees to pay to the Agent, for the account of such Issuing Bank, such Lender's Pro Rata Share of each LC Disbursement made by such Issuing Bank and not reimbursed by the applicable Borrower on the date due as provided in paragraph (e) of this Section, or of any reimbursement payment required to be refunded to the applicable Borrower for any reason. Each Lender acknowledges and agrees that its obligation to acquire participations pursuant to this paragraph in respect of Letters of Credit is absolute and unconditional and shall not be affected by any circumstance whatsoever, including any amendment, renewal or extension of any Letter of Credit or the occurrence and continuance of a Default or reduction or termination of the Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever.

(e) Reimbursement. If an Issuing Bank shall make any LC Disbursement in respect of a Letter of Credit, the applicable Borrower shall reimburse such LC Disbursement by paying to the Agent an amount equal to such LC Disbursement not later than 12:00 noon, New York City time, on the date that such LC Disbursement is made, if such Borrower shall have received notice of such LC Disbursement prior to 10:00 a.m., New York City time, on such date, or, if such notice has not been received by such Borrower prior to such time on such date, then not later than 12:00 noon, New York City time, on (i) the Business Day that such Borrower receives such notice, if such notice is received prior to 10:00 a.m., New York City time, on the day of receipt, or (ii) the Business Day immediately following the day that such Borrower receives such notice, if such notice is not received prior to such time on the day of receipt; provided that, if such LC Disbursement is not less than $1,000,000, such Borrower may, subject to the conditions to borrowing set forth herein, request in accordance with Section 2.1 or 2.5 that such payment be financed with a Floating Rate Advance or Swingline Loan in an equivalent amount and, to the extent so financed, such Borrower's obligation to make such payment shall be discharged and replaced by the resulting Floating Rate Advance or Swingline Loan. If such Borrower fails to make such payment when due, the Agent shall notify each Lender of the applicable LC Disbursement, the payment then due from such Borrower in respect thereof and such Lender's Pro Rata Share thereof. Promptly following receipt of such notice, each Lender shall pay to the Agent its Pro Rata Share of the payment then due from such Borrower, in the same manner as provided in Section 2.11 with respect to Loans made by such Lender (and Section 2.11 shall apply, mutatis mutandis, to the payment obligations of the Lenders), and the Agent shall promptly pay to such Issuing Bank the amounts so received by it from the Lenders. Promptly following receipt by the Agent of any payment from such Borrower pursuant to this paragraph, the Agent shall distribute such payment to such Issuing

Bank or, to the extent that Lenders have made payments pursuant to this paragraph to reimburse such Issuing Bank, then to such Lenders and such Issuing Bank as their interests

may appear. Any payment made by a Lender pursuant to this paragraph to reimburse an Issuing Bank for any LC Disbursement (other than the funding of a Floating Rate Advance or

a Swingline Loan as contemplated above) shall not constitute a Loan and shall not relieve such Borrower of its obligation to reimburse such LC Disbursement.

(f) Obligations Absolute . Each Borrower's obligation to reimburse LC Disbursements as provided in paragraph (e) of this Section shall be several, shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Letter of Credit or this Agreement, or any term or provision therein, (ii) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (iii) payment by an Issuing Bank under a Letter of Credit against presentation of a draft or other document that does not comply with the terms of such Letter of Credit, or (iv) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section, constitute a legal or equitable discharge of, or provide a right of setoff against, such Borrower's obligations hereunder. None of the Agent, the Lenders or the Issuing Banks, or any of their respective affiliates, directors, officers or employees, shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms or any consequence arising from causes beyond the control of the applicable Issuing Bank; provided that the foregoing shall not be construed to excuse an Issuing Bank from liability to a Borrower to the extent of any direct damages (as opposed to consequential damages, claims in respect of which are hereby waived by each Borrower to the extent permitted by applicable law) suffered by such Borrower that are caused by such Issuing Bank's failure to exercise care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that, in the absence of gross negligence or willful misconduct on the part of an Issuing Bank (as finally determined by a court of competent jurisdiction), an Issuing Bank shall be deemed to have exercised care in each such determination. In furtherance of the foregoing and without limiting the generality thereof and subject to any non-waivable provisions of the laws and/or other rules to which a Letter of Credit is subject, the parties agree that, with respect to documents presented which appear on their face to be in substantial compliance with the terms of a Letter of Credit, an Issuing Bank may, in its sole discretion, either accept and make payment upon such documents without responsibility for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit.

(g) Disbursement Procedures . The applicable Issuing Bank shall, promptly following its receipt thereof, examine all documents purporting to represent a demand for payment under a Letter of Credit. Such Issuing Bank shall promptly notify the Agent and the applicable

Borrower by telephone (confirmed by telecopy) of such demand for payment and whether such Issuing Bank has made or will make an LC Disbursement thereunder; provided that any failure to give or delay in giving such notice shall not relieve such Borrower of its obligation to reimburse such Issuing Bank and the Lenders with respect to any such LC Disbursement.

(h) Interim Interest . If an Issuing Bank shall make any LC Disbursement, then, unless the applicable Borrower shall reimburse such LC Disbursement in full on the date such LC Disbursement is made, the unpaid amount thereof shall bear interest, for each day from and including the date such LC Disbursement is made to but excluding the date that such Borrower reimburses such LC Disbursement, at the rate per annum then applicable to Floating Rate Advances; provided that, if such Borrower fails to reimburse such LC Disbursement when due pursuant to paragraph (e) of this Section, then Section 2.14 shall apply. Interest accrued pursuant to this paragraph shall be for the account of such Issuing Bank, except that interest accrued on and after the date of payment by any Lender pursuant to paragraph (e) of this Section to reimburse such Issuing Bank shall be for the account of such Lender to the extent of such payment.

(i) Cash Collateralization . If any Default with respect to a Borrower shall occur and be continuing, on the Business Day that such Borrower receives notice from the Agent or the Required Lenders (or, if the maturity of the Loans has been accelerated, Lenders with LC Exposures representing greater than 50% of the total LC Exposure) demanding the deposit of cash collateral pursuant to this paragraph, such Borrower shall deposit in an account with the Agent, in the name of the Agent and for the benefit of the Lenders, an amount in cash equal to the portion of the LC Exposure as of such date attributable to Letters of Credit issued for the account of such Borrower; provided that the obligation to deposit such cash collateral shall become effective immediately, and such deposit shall become immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Default with respect to such Borrower described in Sections 7.6 or 7.7. Such deposit shall be held by the Agent as collateral for the payment and performance of the obligations of such Borrower under this Agreement. The Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and sole discretion of the Agent and at such Borrower's risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in such account shall be applied by the Agent to reimburse each Issuing Bank for LC Disbursements under Letters of Credit issued for the account of such Borrower for which it has not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of future reimbursement obligations under Letters of Credit issued for the account of such Borrower or, if the maturity of the Loans has been accelerated (but subject to the consent of Lenders with LC Exposures representing greater than 50% of the total LC Exposure), be applied to satisfy other Obligations of such Borrower under this Agreement. If any Borrower is required to provide an amount of cash collateral hereunder as a result of the occurrence of a Default with respect to such Borrower, such amount (to the extent not applied as aforesaid) shall be returned to such Borrower within three Business Days after all Defaults with respect to such Borrower have been cured or waived. If at any time the cash collateral of any Borrower shall exceed such portion of the LC Exposure as of such date attributable to Letters of Credit issued for the account of such Borrower, the Agent shall apply such excess funds to the payment of such

Borrower's Obligations or (i) if no such Obligations are then due and owing and no Default with respect to such Borrower shall exist, shall release such excess funds to such Borrower or (ii) if no such Obligations are outstanding (other than contingent Obligations in respect of Letters of Credit which are fully collateralized), such excess amount shall be released to such Borrower notwithstanding the existence of a Default in respect of such Borrower.

(j) Designation of Additional Issuing Banks . From time to time, the Borrowers may by notice to the Agent and the Lenders designate as additional Issuing Banks one or more Lenders that agree to serve in such capacity as provided below. The acceptance by a Lender of any appointment as an Issuing Bank hereunder shall be evidenced by an agreement (an " Issuing Bank Agreement "), which shall be in a form satisfactory to the Borrowers and the Agent, shall set forth the LC Commitment of such Lender and shall be executed by such Lender, the Borrowers and the Agent and, from and after the effective date of such agreement, (i) such Lender shall have all the rights and obligations of an Issuing Bank under this Agreement and the other Loan Documents and (ii) references herein and in the other Loan Documents to the term "Issuing Bank" shall be deemed to include such Lender in its capacity as an Issuing Bank.

2.7. Types of Advances . Revolving Advances may be Floating Rate Advances or Eurodollar Advances, or a combination thereof, selected by the applicable Borrower in accordance with Sections 2.11 and 2.12. Swingline Loans will be Floating Rate Advances or will bear interest at such other rate per annum as shall be agreed as provided in Section 2.5. Competitive Loans may be Eurodollar Rate Advances or Fixed Rate Advances, or a combination thereof, selected by the applicable Borrower in accordance with Section 2.4.

2.8. Facility Fee; Letter of Credit Fees; Reductions in Aggregate Commitment .

2.8.1 Facility Fee . The Company agrees to pay to the Agent for the account of each Lender a facility fee (the "Facility Fee") at a per annum rate equal to the Applicable Fee Rate on such Lender's Commitment (whether used or unused) from and including the Closing Date to and including the Facility Termination Date, payable quarterly in arrears on each Payment Date hereafter and on the Facility Termination Date, provided that, if any Lender continues to have Revolving Credit Exposure outstanding hereunder after the termination of its Commitment (including, without limitation, during any period when Loans or Letters of Credit may be outstanding but new Loans or Letters of Credit may not be borrowed or issued hereunder), then the Facility Fee shall continue to accrue on the aggregate principal amount of the Revolving Credit Exposure of such Lender until such Lender ceases to have any Revolving Credit Exposure and shall be payable on demand.

2.8.2 Letter of Credit Fees . Each Borrower agrees, severally and not jointly with the other Borrowers, to pay (i) to the Agent for the account of each Lender a participation fee with respect to its participations in Letters of Credit issued for the account of such Borrower (the "LC Participation Fee"), which shall accrue at the Applicable Fee Rate on the average daily amount of that portion of such Lender's LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) attributable to Letters of

Credit issued for the account of such Borrower during the period from and including the Closing Date to but excluding the later of the date on which such Lender's Commitment terminates and the date on which such Lender ceases to have any LC Exposure, and (ii) to each Issuing Bank a fronting fee, which shall accrue at the rate or rates per annum separately agreed upon between such Borrower and such Issuing Bank on the average daily amount of the LC Exposure attributable to Letters of Credit issued by such Issuing Bank for the account of such Borrower (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Closing Date to but excluding the later of the date of termination of the Commitments and the date on which there ceases to be any LC Exposure, as well as each Issuing Bank's standard fees with respect to the issuance, amendment, renewal or extension of any Letter of Credit issued by such Issuing Bank for the account of such Borrower or processing of drawings thereunder. LC Participation Fees and fronting fees accrued through and including the last day of March, June, September and December of each year shall be payable on the third Business Day following such last day, commencing on the first such date to occur after the Closing Date; provided that all such fees accrued for the account of any Borrower shall be payable on the Availability Termination Date for such Borrower and any such fees accruing after the Availability Termination Date for such Borrower shall be payable on demand. Any other fees payable to an Issuing Bank pursuant to this paragraph shall be payable promptly upon receipt of an invoice therefor.

2.8.3 Termination of and Reductions in Aggregate Commitment and Subsidiary Sublimits . The Aggregate Commitment and the Commitment of each Lender will automatically terminate on the Commitment Termination Date. The Company may permanently reduce the Aggregate Commitment and each Borrowing Subsidiary may permanently reduce its respective Subsidiary Sublimit, in whole or in part, ratably among the Lenders in integral multiples of $5,000,000, upon at least ten (10) Business Days' written notice to the Agent, which notice shall specify the amount of any such reduction, provided , however , that (i) the amount of the Aggregate Commitment may not be reduced below the Aggregate Outstanding Credit Exposure and (ii) the Subsidiary Sublimit of any Borrowing Subsidiary may not be reduced below the Subsidiary Credit Exposure of such Borrowing Subsidiary.

2.9. Minimum Amount of Each Advance . Each Eurodollar Advance shall be in the minimum amount of $5,000,000 (and in multiples of $1,000,000 if in excess thereof), and each Floating Rate Advance shall be in the minimum amount of $5,000,000 (and in multiples of $1,000,000 if in excess thereof), provided , however , that (i) any Floating Rate Advance may be in the amount of the Available Aggregate Commitment and (ii) any Floating Rate Advance to a Borrowing Subsidiary may be in the amount equal to the lesser of the Available Aggregate Commitment and the amount by which the Subsidiary Sublimit of such Borrowing Subsidiary exceeds the Subsidiary Credit Exposure of such Borrowing Subsidiary.

2.10. Optional Principal Payments . Each Borrower may from time to time pay, without penalty or premium, all outstanding Floating Rate Advances of such Borrower, or any portion of such outstanding Floating Rate Advances, in a minimum aggregate amount of $5,000,000 or any integral multiple of $1,000,000 in excess thereof, upon one (1) Business Day's prior notice to the Agent. Each Borrower may from time to time pay, subject to the payment of any funding indemnification amounts required by Section 3.4 but without penalty or premium, all outstanding Eurodollar Advances of such Borrower, or, in a minimum aggregate amount of $5,000,000 or any integral multiple of $1,000,000 in excess thereof, any portion of such outstanding Eurodollar Advances upon three (3) Business Days' prior notice to the Agent; provided that no Competitive Loan may be prepaid without the consent of the applicable Lender.

2.11. Method of Selecting Types and Interest Periods for New Revolving Advances . The applicable Borrower shall select the Type of each Revolving Advance and, in the case of each Revolving Eurodollar Advance, the Interest Period applicable thereto; provided that there shall be no more than three (3) Interest Periods in effect with respect to all of the Revolving Loans of any single Borrower at any time, unless such limit has been waived by the Agent in its sole discretion. The applicable Borrower shall give the Agent irrevocable notice (a "Borrowing Notice") not later than 11:00 a.m. (New York time) on the Borrowing Date of each Revolving Floating Rate Advance and three Business Days before the Borrowing Date for each Revolving Eurodollar Advance, specifying:

(i) the Borrower requesting such Borrowing,

(ii) the Borrowing Date, which shall be a Business Day, of such Advance,

(iii) the aggregate amount of such Advance,

(iv) the Type of Advance selected, and

(v) in the case of each Eurodollar Advance, the Interest Period applicable thereto.

The Agent shall provide written notice of each request for borrowing under this Section 2.11 by 11:00 a.m. (New York time) (or, if later, within one hour after receipt of the applicable Borrowing Notice from such Borrower) on each Borrowing Date for each Floating Rate Advance or on the third Business Day prior to each Borrowing Date for each Eurodollar Advance, as applicable. Not later than 1:00 p.m. (New York time) on each Borrowing Date, each Lender shall make available its Revolving Loan or Revolving Loans in Federal or other funds immediately available in New York to the Agent at its address specified pursuant to Article XIII. The Agent will promptly make the funds so received from the Lenders available to such Borrower at the Agent's aforesaid address.

2.12. Conversion and Continuation of Outstanding Revolving Advances; No Conversion or Continuation of Revolving Eurodollar Advances After Default . Revolving Floating Rate Advances shall continue as Floating Rate Advances unless and until such Revolving Floating Rate Advances are converted into Revolving Eurodollar Advances pursuant to this Section 2.12 or are repaid in accordance with Section 2.10. Each Revolving Eurodollar Advance shall continue as a Eurodollar Advance until the end of the then applicable Interest Period therefor, at which time such Revolving Eurodollar Advance shall be automatically

converted into a Revolving Floating Rate Advance unless (x) such Revolving Eurodollar Advance is or was repaid in accordance with Section 2.10 or (y) the applicable Borrower shall have given the Agent a Conversion/Continuation Notice (as defined below) requesting that, at the end of such Interest Period, such Revolving Eurodollar Advance continue as a Revolving Eurodollar Advance for the same or another Interest Period. Subject to the terms of Section 2.9, a Borrower may elect from time to time to convert all or any part of a Revolving Advance of any Type into any other Type or Types of Advances; provided that any conversion of any Revolving Eurodollar Advance shall be made on, and only on, the last day of the Interest Period applicable thereto. Notwithstanding anything to the contrary contained in this Section 2.12, during the continuance of a Default or an Unmatured Default with respect to a Borrower, the Agent may (or shall at the direction of the Required Lenders), by notice to such Borrower, declare that no Revolving Advance of such Borrower may be made, converted or continued as a Eurodollar Advance. The applicable Borrower shall give the Agent irrevocable notice (a "Conversion/Continuation Notice") of each conversion of a Revolving Advance or continuation of a Revolving Eurodollar Advance not later than 11:00 a.m. (New York time) at least one (1) Business Day, in the case of a conversion into a Revolving Floating Rate Advance, or three (3) Business Days, in the case of a conversion into or continuation of a Revolving Eurodollar Advance, prior to the date of the requested conversion or continuation, specifying:

(i) the requested date, which shall be a Business Day, of such conversion or continuation,

(ii) the aggregate amount and Type of the Advance to be converted or continued, and

(iii) the amount of the Advance to be converted into or continued as a Eurodollar Advance and the duration of the Interest Period applicable thereto.

This Section shall not apply to Competitive Loans or Swingline Loans, which may not be converted or continued.

2.13. Interest Rates, etc. Each Floating Rate Advance shall bear interest on the outstanding principal amount thereof, for each day from and including the date such Advance is made or is automatically converted from a Eurodollar Advance into a Floating Rate Advance pursuant to Section 2.12, to but excluding the date it is paid or is converted into a Eurodollar Advance pursuant to Section 2.12, at a rate per annum equal to the Floating Rate for such day. Changes in the rate of interest on that portion of any Advance maintained as a Floating Rate Advance will take effect simultaneously with each change in the Alternate Base Rate. Each Eurodollar Advance shall bear interest on the outstanding principal amount thereof from and including the first day of each Interest Period applicable thereto to (but not including) the earlier of the last day of such Interest Period or the date it is paid in accordance with Section 2.10 at the Eurodollar Rate determined by the Agent as applicable to such Eurodollar Advance based upon the applicable Borrower's selections under Sections 2.11 and 2.12 and otherwise in accordance with the terms hereof. Each Fixed Rate Advance shall bear interest at the Fixed Rate applicable thereto.

2.14. Rates Applicable After Default . During the continuance of a Default with respect to any Borrower, the Required Lenders may, at their option, by notice to such Borrower (which

notice may be revoked at the option of the Required Lenders notwithstanding any provision of Section 8.2 requiring unanimous consent of the Lenders to changes in interest rates), declare that (i) each Eurodollar Advance shall bear interest for the remainder of the applicable Interest Period at the rate otherwise applicable during such Interest Period plus 2% per annum and (ii) each Floating Rate Advance shall bear interest at a rate per annum equal to the Floating Rate in effect from time to time plus 2% per annum, provided that, during the continuance of a Default with respect to any Borrower under Section 7.6 or 7.7, the interest rates set forth in clauses (i) and (ii) above shall be applicable to all Advances, fees and other Obligations of such Borrower hereunder without any election or action on the part of the Agent or any Lender.

2.15. Funding of Loans; Method of Payment . All payments of the Obligations hereunder shall be made, without setoff, deduction or counterclaim, in immediately available funds to the Agent at the Agent's address specified pursuant to Article XIII, or at any other Lending Installation of the Agent specified in writing by the Agent, by 12:00 noon (New York time) on the date when due and shall be applied ratably by the Agent among the Lenders. Each payment delivered to the Agent for the account of any Lender shall be delivered promptly by the Agent to such Lender in the same type of funds that the Agent received at its address specified pursuant to Article XIII or at any Lending Installation specified in a notice received by the Agent from such Lender. The Agent is hereby authorized to charge the account of any Borrower maintained with JPMCB for each payment of principal, interest and fees owed by such Borrower as it becomes due hereunder.

2.16. Noteless Agreement; Evidence of Indebtedness . (i) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of each Borrower to such Lender resulting from each Loan made by such Lender to such Borrower from time to time, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(ii) The Agent shall also maintain accounts in which it will record (a) the date and the amount of each Loan made to each Borrower hereunder, the Type thereof and the Interest Period (in the case of a Eurodollar Advance) with respect thereto, (b) the amount of any principal or interest due and payable or to become due and payable from each Borrower to each Lender hereunder, (c) the effective date and amount of each Assignment Agreement delivered to and accepted by it pursuant to Section 12.3 and the parties thereto, (d) the amount of any sum received by the Agent hereunder from each Borrower and each Lender's share thereof, and (e) all other appropriate debits and credits as provided in this Agreement, including, without limitation, all fees, charges, expenses and interest.

(iii) The entries maintained in the accounts maintained pursuant to paragraphs (i) and (ii) above shall be prima facie evidence absent manifest error of the existence and amounts of the Obligations therein recorded; provided , however , that the failure of the Agent or any Lender to maintain such accounts or any error therein shall not in any manner affect the obligation of such Borrower to repay the Obligations in accordance with their terms.

(iv) Any Lender may request that its Loans be evidenced by a promissory note in substantially the form of Exhibit E (a "Note"). In such event, the applicable Borrower shall prepare, execute and deliver to such Lender such Note payable to the order of such Lender. Thereafter, the Loans evidenced by such Note and interest thereon shall at all times (prior to any assignment pursuant to Section 12.3) be represented by one or more Notes payable to the order of the payee named therein, except to the extent that any such Lender subsequently returns any such Note for cancellation and requests that such Loans once again be evidenced as described in paragraphs (i) and (ii) above.

2.17. Telephonic Notices . Each Borrower hereby authorizes the Lenders and the Agent to extend, convert or continue Advances, effect selections of Types of Advances and to transfer funds based on telephonic notices made by any person or persons the Agent or any Lender in good faith believes to be acting on behalf of such Borrower, it being understood that the foregoing authorization is specifically intended to allow Borrowing Notices and Conversion/Continuation Notices to be given telephonically. Each Borrower agrees to deliver promptly to the Agent a written confirmation, signed by an Authorized Officer, if such confirmation is requested by the Agent or any Lender, of each telephonic notice. If the written confirmation differs in any material respect from the action taken by the Agent and the Lenders, the records of the Agent and the Lenders shall govern absent manifest error.

2.18. Interest Payment Dates; Interest and Fee Basis . Interest accrued on each Floating Rate Advance shall be payable in arrears on each Payment Date, commencing with the first such date to occur after the Closing Date, on any date on which such Floating Rate Advance is prepaid, whether due to acceleration or otherwise, and at maturity. Interest accrued on that portion of the outstanding principal amount of any Floating Rate Advance converted into a Eurodollar Advance on a day other than a Payment Date shall be payable on the date of conversion. Interest accrued on each Eurodollar Advance shall be payable on the last day of each applicable Interest Period, on any date on which the Eurodollar Advance is prepaid, whether by acceleration or otherwise, and at maturity. Interest accrued on each Eurodollar Advance having an Interest Period longer than three months shall also be payable on the last day of each three-month interval during such Interest Period. Interest accrued on each Fixed Rate Loan shall be payable on the last day of the Interest Period applicable to the Advance of which such Loan is a part and, in the case of a Fixed Rate Advance with an Interest Period of more than 90 days' duration (unless otherwise specified in the applicable Competitive Bid Request), each day prior to the last day of such Interest Period that occurs at intervals of 90 days' duration after the first day of such Interest Period, and any other dates that are specified in the applicable Competitive Bid Request as dates for payment of interest with respect to such Advance. Interest accrued on each Swingline Loan shall be payable on the day that such Loan is required to be repaid. Interest accrued on any Advance that is not paid when due shall be payable on demand and on the date of payment in full. Interest on Eurodollar Advances, Fixed Rate Loans and fees hereunder shall be calculated for actual days elapsed on the basis of a 360-day year. Interest on Floating Rate Advances shall be calculated for actual days elapsed on the basis of a 365/366-day year. Interest shall be payable for the day an Advance is made but not for the day of any payment on the amount paid if payment is received prior to 12:00 noon (New York time) at the place of payment. If any payment of principal of or interest on an Advance, any fees or any other amounts payable to the Agent or any Lender hereunder shall become due on a day which is

not a Business Day, such payment shall be made on the next succeeding Business Day and, in the case of principal payment, such extension of time shall be included in computing interest, fees and commissions in connection with such payment.

2.19. Notification of Advances, Interest Rates, Prepayments and Commitment Reductions; Availability of Loans . Promptly after receipt thereof, the Agent will notify each Lender in writing of the contents of each Aggregate Commitment reduction notice, Borrowing Notice, Conversion/Continuation Notice, and repayment notice received by it hereunder. The Agent will notify the applicable Borrower and each Lender of the interest rate applicable to each Revolving Eurodollar Advance promptly upon determination of such interest rate and will give each Borrower and each Lender prompt notice of each change in the Alternate Base Rate.

2.20. Lending Installations . Each Lender may book its Loans at any Lending Installation selected by such Lender and may change its Lending Installation from time to time. All terms of this Agreement shall apply to any such Lending Installation and the Loans and any Notes issued hereunder shall be deemed held by each Lender for the benefit of any such Lending Installation. Each Lender may, by written notice to the Agent and the Borrowers in accordance with Article XIII, designate replacement or additional Lending Installations through which Loans will be made by it and for whose account Loan payments are to be made.

2.21. Non-Receipt of Funds by the Agent . Unless the applicable Borrower or a Lender, as the case may be, notifies the Agent prior to the date (or, in the case of a Lender with respect to a Revolving Floating Rate Advance under Section 2.11, prior to the time) on which it is scheduled to make payment to the Agent of (i) in the case of a Lender, the proceeds of a Loan or any payment under Section 2.5(d) or 2.6 (e) or (ii) in the case of a Borrower, a payment of principal, interest or fees to the Agent for the account of the Lenders, that it does not intend to make such payment, the Agent may assume that such payment has been made. The Agent may, but shall not be obligated to, make the amount of such payment available to the intended recipient in reliance upon such assumption. If such Lender or such Borrower, as the case may be, has not in fact made such payment to the Agent, the recipient of such payment shall, on demand by the Agent, repay to the Agent the amount so made available together with interest thereon in respect of each day during the period commencing on the date such amount was so made available by the Agent until the date the Agent recovers such amount at a rate per annum equal to (x) in the case of payment by a Lender, the Federal Funds Effective Rate for such day for the first three days and, thereafter, the interest rate applicable to the relevant Loan or (y) in the case of payment by a Borrower, the interest rate applicable to the relevant Loan.

2.22. Replacement of Lender . If any Borrower is required pursuant to Section 3.1, 3.2 or 3.5 to make any additional payment to any Lender or if any Lender's obligation to make or continue, or to convert Floating Rate Advances into, Eurodollar Advances shall be suspended pursuant to Section 3.3 (any Lender so affected an "Affected Lender"), the Borrowers may elect, if such amounts continue to be charged or such suspension is still effective, to terminate or replace the Commitment of such Affected Lender, provided that no Default or Unmatured Default shall have occurred and be continuing at the time of such termination or replacement, and provided further that, concurrently with such termination or replacement, (i) if the Affected Lender is being replaced, another bank or other entity which is reasonably satisfactory to the Borrowers and the Agent shall agree, as of such date, to purchase for cash at face amount the

Outstanding Credit Exposure of the Affected Lender pursuant to an Assignment Agreement substantially in the form of Exhibit C and to become a Lender for all purposes under this Agreement and to assume all obligations of the Affected Lender to be terminated as of such date and to comply with the requirements of Section 12.3 applicable to assignments, and (ii) each Borrower shall pay to such Affected Lender in immediately available funds on the day of such replacement (A) all interest, fees and other amounts then accrued but unpaid to such Affected Lender by such Borrower hereunder to and including the date of termination, including without limitation payments due to such Affected Lender under Sections 3.1, 3.2 and 3.5, and (B) an amount, if any, equal to the payment which would have been due to such Lender on the day of such replacement under Section 3.4 had the Loans of such Affected Lender been prepaid on such date rather than sold to the replacement Lender, in each case to the extent not paid by the purchasing lender and (iii) if the Affected Lender is being terminated, each Borrower shall pay to such Affected Lender all Obligations due from such Borrower to such Affected Lender (including the amounts described in the immediately preceding clauses (i) and (ii) plus the outstanding principal balance of such Affected Lender's Advances and the amount of such Lender's funded participations in unreimbursed LC Disbursements). Notwithstanding the foregoing, the Borrowers may not terminate the Commitment of an Affected Lender if, after giving effect to such termination, (x) the Aggregate Outstanding Credit Exposure would exceed the Aggregate Commitment, or (y) the Subsidiary Credit Exposure of any Borrowing Subsidiary would exceed the Subsidiary Sublimit of such Borrowing Subsidiary.

2.23. Extension of Commitment Termination Date and Borrowing Subsidiary Maturity Dates . (a) Extension of Commitment Termination Date . The Company may, by notice to the Agent (which shall promptly deliver a copy to each of the Lenders) given not less than 45 days and not more than 60 days prior to any of the first four anniversaries of the Closing Date (a "Commitment Extension Request"), request that the Lenders extend the Commitment Termination Date for an additional period of one year. Each Lender shall, by notice to the Company and the Agent given not later than the 20 th day after the date of the Agent's receipt of the Company's Commitment Extension Request, advise the Company whether or not it agrees to the requested extension (each Lender agreeing to a requested extension being called a "Consenting Lender" and each Lender declining to agree to a requested extension being called a "Declining Lender"). Any Lender that has not so advised the Company and the Agent by such day shall be deemed to have declined to agree to such extension and shall be a Declining Lender. If Lenders constituting the Required Lenders shall have agreed to a Commitment Extension Request, then the Commitment Termination Date shall, as to the Consenting Lenders, be extended to the first anniversary of the Commitment Termination Date theretofore in effect. The decision to agree or withhold agreement to any Commitment Extension Request shall be at the sole discretion of each Lender. The Commitment of any Declining Lender shall terminate on the Commitment Termination Date in effect prior to giving effect to any such extension (such Commitment Termination Date being called the "Existing Commitment Termination Date"). The principal amount of any outstanding Loans made by Declining Lenders (including any such Loans made to Borrowing Subsidiaries, whether or not the Maturity Dates applicable to such Borrowing Subsidiaries shall have been extended as provided in paragraph (b) of this Section), together with any accrued interest thereon and any accrued fees and other amounts payable to or for the account of such Declining Lenders hereunder, shall be due and payable on the Existing Commitment Termination Date, and on the Existing Commitment Termination Date, the Borrowers shall also make such other prepayments of their respective Loans pursuant to Section

2.10 as shall be required in order that, after giving effect to the termination of the Commitments of, and all payments to, Declining Lenders pursuant to this sentence, (i) the Aggregate Outstanding Credit Exposure will not exceed the Aggregate Commitment and (ii) the Committed Credit Exposure of each Lender will not exceed its Commitment. Notwithstanding the foregoing provisions of this paragraph, the Company shall have the right, pursuant to Section 12.3, at any time prior to the Existing Commitment Termination Date, to replace a Declining Lender with a Lender or other financial institution that will agree to a Commitment Extension Request, and any such replacement Lender shall for all purposes constitute a Consenting Lender. Notwithstanding the foregoing, no extension of the Commitment Termination Date pursuant to this paragraph shall become effective unless (i) the Agent shall have received documents consistent with those delivered with respect to the Company under Sections 4.1.1 through 4.1.6, giving effect to such extension and (ii) on the anniversary of the Closing Date that immediately follows the date on which the Company delivers the applicable Commitment Extension Request, the conditions set forth in Sections 4.2.1 and 4.2.2 shall be satisfied (with all references in Sections 5.5 and 5.7 to "the date of this Agreement" being deemed to be references to the date of such anniversary of the Closing Date), and the Agent shall have received a certificate to that effect dated such date and executed by the chief financial officer, the controller or the treasurer of the Company.

(b) Extension of Borrowing Subsidiary Maturity Dates . Any Borrowing Subsidiary may, by notice (a "Subsidiary Maturity Date Extension Request") to the Agent (which shall promptly deliver a copy to each of the Lenders) given not less than 45 days and not more than 60 days prior to the then-current Maturity Date with respect to such Borrowing Subsidiary, request an extension of such Maturity Date with respect to such Borrowing Subsidiary to a date 364 days after such Maturity Date (the Maturity Date in effect prior to any such extension being called the "Existing Maturity Date" with respect to such Borrowing Subsidiary) and on or prior to (but in no event after) the Commitment Termination Date (including any date to which the Commitment Termination Date has been extended or is simultaneously being extended pursuant to paragraph (a) above) or, if the Commitment Termination Date shall have been or is simultaneously being extended as to some but not all of the Lenders, the latest date to which the Commitment Termination Date applicable to any Lenders shall have been or is being so extended. Each Lender shall, by notice to such applicable Borrowing Subsidiary, the Company and the Agent given not later than the 20 th day after the date of the Agent's receipt of such Borrowing Subsidiary's Subsidiary Maturity Date Extension Request, advise such applicable Borrowing Subsidiary and the Company whether or not it agrees to the requested extension (each Lender agreeing to a requested extension being called a "Consenting Lender" and each Lender declining to agree to a requested extension being called a "Declining Lender"). Any Lender that has not so advised such applicable Borrowing Subsidiary, the Company and the Agent by such day shall be deemed to have declined to agree to such extension and shall be a Declining Lender. If Lenders constituting the Required Lenders shall have agreed to a Subsidiary Maturity Date Extension Request, then the Maturity Date with respect to the applicable Borrowing Subsidiary shall, as to both the Consenting Lenders and the Declining Lenders, be extended to the date 364 days after the Existing Maturity Date with respect to such Borrowing Subsidiary; provided , that the Maturity Date with respect to a Borrowing Subsidiary shall in no event be extended as to any Lender beyond the latest date to which the Commitment Termination Date applicable to such Lender shall have been extended. Notwithstanding the foregoing, no extension of the Maturity Date with respect to any Borrowing Subsidiary pursuant to this paragraph shall become effective unless (i) the Agent shall have received

documents consistent with those delivered with respect to such Borrowing Subsidiary under Sections 4.1.1 through 4.1.6, giving effect to such extension and (ii) on the Existing Maturity Date applicable to such Borrowing Subsidiary, the conditions set forth in Sections 4.2.1 and 4.2.2 shall be satisfied with respect to such Borrowing Subsidiary (with all references in Sections 5.5 and 5.7 to "the date of this Agreement" being deemed to be references to such Existing Maturity Date), and the Agent shall have received a certificate to that effect dated such date and executed by the chief financial officer, the controller or the treasurer of such Borrowing Subsidiary.

2.24. Removal of Borrowing Subsidiaries . The Company may at any time execute and deliver to the Agent a Borrowing Subsidiary Termination substantially in the form of Exhibit H hereto with respect to any Borrowing Subsidiary. Upon the delivery to the Agent of such Borrowing Subsidiary Termination, (a) such Borrowing Subsidiary shall cease to be a Borrower and a Borrowing Subsidiary under this Agreement and its Subsidiary Sublimit shall be reduced to zero, (b) such Borrowing Subsidiary and its Subsidiaries shall be deemed no longer to be Subsidiaries for purposes of this Agreement and (c) subject to the satisfaction of the conditions precedent to borrowing thereunder, any Letter of Credit issued for the account of such Borrowing Subsidiary will be deemed to have become a letter of credit under the Illinois Agreement (and cease to be a Letter of Credit under this Agreement) and each Lender agrees that, concurrently upon any Letter of Credit becoming a letter of credit under the Illinois Agreement, the participations in such Letter of Credit granted to such Lender hereunder shall be automatically canceled without further action by any of the parties hereto; provided that no Borrowing Subsidiary Termination will become effective as to any Borrowing Subsidiary (other than to terminate such Borrowing Subsidiary's right to request Advances or the issuance of Letters of Credit under this Agreement) at a time when any principal of or interest on any Loan to such Borrowing Subsidiary or any Letter of Credit issued for the account of such Borrowing Subsidiary shall be outstanding hereunder or any fees or other amounts owed by such Borrowing Subsidiary remain unpaid with respect thereto. Promptly following receipt of any Borrowing Subsidiary Termination, the Agent shall forward a copy thereof to each Lender.

ARTICLE III

YIELD PROTECTION; TAXES

3.1. Yield Protection . If, on or after the Closing Date, the adoption of any law or any governmental or quasi-governmental rule, regulation, policy, guideline or directive (whether or not having the force of law), or any change in any such law, rule, regulation, policy, guideline or directive or in the interpretation or administration thereof by any governmental or quasi-governmental authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by any Lender or applicable Lending Installation with any request or directive (whether or not having the force of law) of any such authority, central bank or comparable agency:

3.1.1 subjects any Lender or any applicable Lending Installation to any Taxes, or changes the basis of taxation of payments (other than with

respect to Excluded Taxes) to any Lender in respect of its Eurodollar Loans, or

3.1.2 imposes or increases or deems applicable any reserve, assessment, insurance charge, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender or any applicable Lending Installation (other than reserves and assessments taken into account in determining the interest rate applicable to Eurodollar Advances), or

3.1.3 imposes any other condition the result of which is to increase the cost to any Lender or any applicable Lending Installation of making, funding or maintaining its Commitment, Eurodollar Loans or Fixed Rate Loans or reduces any amount receivable by any Lender or any applicable Lending Installation in connection with its Commitment, Eurodollar Loans or Fixed Rate Loans, or requires any Lender or any applicable Lending Installation to make any payment calculated by reference to the amount of Commitment, Eurodollar Loans or Fixed Rate Loans held or interest received by it, by an amount deemed material by such Lender,

and the result of any of the foregoing is to increase the cost to such Lender or applicable Lending Installation of making or maintaining its Commitment, Eurodollar Loans or Fixed Rate Loans or to reduce the return received by such Lender or applicable Lending Installation in connection with such Commitment, Eurodollar Loans or Fixed Rate Loans, then, within 15 days of demand, accompanied by the written statement required by Section 3.6, by such Lender, the Borrowers shall pay such Lender such additional amount or amounts as will compensate such Lender for such increased cost or reduction in amount received.

3.2. Changes in Capital Adequacy Regulations . If a Lender determines the amount of capital required or expected to be maintained by such Lender, any Lending Installation of such Lender or any corporation controlling such Lender is increased as a result of a Change, then, within 15 days of demand, accompanied by the written statement required by Section 3.6, by such Lender, the Borrowers shall pay such Lender the amount necessary to compensate for any shortfall in the rate of return on the portion of such increased capital which such Lender determines is attributable to this Agreement, its Outstanding Credit Exposure or its Commitment hereunder (after taking into account such Lender's policies as to capital adequacy). "Change" means (i) any change after the Closing Date in the Risk-Based Capital Guidelines or (ii) any adoption of, or change in, or change in the interpretation or administration of any other law, governmental or quasi-governmental rule, regulation, policy, guideline, interpretation, or directive (whether or not having the force of law) after the Closing Date which affects the amount of capital required or expected to be maintained by any Lender or any Lending Installation or any corporation controlling any Lender. "Risk-Based Capital Guidelines" means (i) the risk-based capital guidelines in effect in the United States on the Closing Date, including transition rules, and (ii) the corresponding capital regulations promulgated by regulatory authorities outside the United States implementing the July 1988 report of the Basle Committee on Banking Regulation and Supervisory Practices Entitled "International Convergence of Capital

Measurements and Capital Standards," including transition rules, and any amendments to such regulations adopted prior to the Closing Date.

3.3. Availability of Types of Advances . If (x) any Lender determines that maintenance of its Eurodollar Loans at a suitable Lending Installation would violate any applicable law, rule, regulation, or directive, whether or not having the force of law, or (y) the Required Lenders determine that (i) deposits of a type and maturity appropriate to match fund Eurodollar Advances are not available or (ii) the interest rate applicable to Eurodollar Advances does not accurately reflect the cost of making or maintaining Eurodollar Advances, or (iii) no reasonable basis exists for determining the Eurodollar Base Rate, then the Agent shall suspend the availability of Eurodollar Advances and require any affected Eurodollar Advances to be repaid or converted to Floating Rate Advances on the respective last days of the then current Interest Periods with respect to such Loans or within such earlier period as required by law, subject to the payment of any funding indemnification amounts required by Section 3.4.

3.4. Funding Indemnification . If any payment of a Eurodollar Advance or a Fixed Rate Loan occurs on a date which is not the last day of the applicable Interest Period, whether because of acceleration, prepayment or otherwise, or a Eurodollar Advance is not made or continued, a Fixed Rate Loan is not made or a Floating Rate Advance is not converted into a Eurodollar Advance, on the date specified by the applicable Borrower for any reason other than default by the Lenders, or a Eurodollar Advance or Fixed Rate Loan is not prepaid on the date specified by such Borrower for any reason, such Borrower will indemnify each Lender for any loss or cost incurred by it resulting therefrom, including, without limitation, any loss or cost in liquidating or employing deposits acquired to fund or maintain such Eurodollar Advance or Fixed Rate Loan.

3.5. Taxes .

(i) All payments by any Borrower to or for the account of any Lender or the Agent hereunder or under any Note shall be made free and clear of and without deduction for any and all Taxes. If a Borrower shall be required by law to deduct any Taxes from or in respect of any sum payable hereunder by such Borrower to any Lender or the Agent, (a) the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 3.5) such Lender or the Agent (as the case may be) receives an amount equal to the sum it would have received had no such deductions been made, (b) such Borrower shall make such deductions, (c) such Borrower shall pay the full amount deducted to the relevant authority in accordance with applicable law and (d) such Borrower shall furnish to the Agent the original copy of a receipt evidencing payment thereof or, if a receipt cannot be obtained with reasonable efforts, such other evidence of payment as is reasonably acceptable to the Agent, in each case within 30 days after such payment is made.

(ii) In addition, the Borrowers severally agree to pay any present or future stamp or documentary taxes and any other excise or property taxes, charges or similar levies which arise from any payment made hereunder or under any Note or from

the execution or delivery of, or otherwise with respect to, this Agreement or any Note ("Other Taxes").

(iii) The Borrowers shall indemnify the Agent and each Lender for the full amount of Taxes or Other Taxes (including, without limitation, any Taxes or Other Taxes imposed on amounts payable under this Section 3.5) paid by the Agent or such Lender and any liability (including penalties, interest and expenses) arising therefrom or with respect thereto. Payments due under this indemnification shall be made within 30 days of the date the Agent or such Lender makes demand therefor pursuant to Section 3.6.

(iv) Each Lender that is not incorporated under the laws of the United States of America or a state thereof (each a "Non-U.S. Lender") agrees that it will, not more than ten Business Days after the date on which it becomes a party to this Agreement (but in any event before a payment is due to it hereunder), (i) deliver to the Company and the Agent two duly completed copies of United States Internal Revenue Service Form W-8BEN or W-8ECI, certifying in either case that such Lender is entitled to receive payments under this Agreement without deduction or withholding of any United States federal income taxes, or (ii) in the case of a Non-U.S. Lender that is fiscally transparent, deliver to the Agent a United States Internal Revenue Form W-8IMY together with the applicable accompanying forms, W-8 or W-9, as the case may be, and certify that it is entitled to an exemption from United States withholding tax. Each Non-U.S. Lender further undertakes to deliver to each of the Borrowers and the Agent (x) renewals or additional copies of such form (or any successor form) on or before the date that such form expires or becomes obsolete, and (y) after the occurrence of any event requiring a change in the most recent forms so delivered by it, such additional forms or amendments thereto as may be reasonably requested by the Borrowers or the Agent. All forms or amendments described in the preceding sentence shall certify that such Lender is entitled to receive payments under this Agreement without deduction or withholding of any United States federal income taxes, *unless* an event (including without limitation any change in treaty, law or regulation) has occurred prior to the date on which any such delivery would otherwise be required which renders all such forms inapplicable or which would prevent such Lender from duly completing and delivering any such form or amendment with respect to it and such Lender advises the Borrowers and the Agent that it is not capable of receiving payments without any deduction or withholding of United States federal income tax.

(v) For any period during which a Non-U.S. Lender has failed to provide any Borrower with an appropriate form pursuant to clause (iv) above (unless such failure is due to a change in treaty, law or regulation, or any change in the interpretation or administration thereof by any governmental authority, occurring subsequent to the date on which such Non-U.S. Lender became a party to this Agreement), such Non-U.S. Lender shall not be entitled to indemnification under this Section 3.5 with respect to Taxes imposed by the United States; provided that, should a Non-U.S. Lender which is otherwise exempt from or subject to a

reduced rate of withholding tax become subject to Taxes because of its failure to deliver a form required under clause (iv) above, each Borrower shall take such steps as such Non-U.S. Lender shall reasonably request to assist such Non-U.S. Lender to recover such Taxes.

(vi) Any Lender that is entitled to an exemption from or reduction of withholding tax with respect to payments under this Agreement or any Note pursuant to the law of any relevant jurisdiction or any treaty shall deliver to the Company (with a copy to the Agent), at the time or times prescribed by applicable law, such properly completed and executed documentation prescribed by applicable law as will permit such payments to be made without withholding or at a reduced rate.

(vii) If the U.S. Internal Revenue Service or any other governmental authority of the United States or any other country or any political subdivision thereof asserts a claim that the Agent did not properly withhold tax from amounts paid to or for the account of any Lender (because the appropriate form was not delivered or properly completed, because such Lender failed to notify the Agent of a change in circumstances which rendered its exemption from withholding ineffective, or for any other reason), such Lender shall indemnify the Agent fully for all amounts paid, directly or indirectly, by the Agent as tax, withholding therefor, or otherwise, including penalties and interest, and including taxes imposed by any jurisdiction on amounts payable to the Agent under this subsection, together with all reasonable costs and expenses related thereto (including attorneys' fees and time charges of attorneys for the Agent, which attorneys may be employees of the Agent). The obligations of the Lenders under this Section 3.5(vii) shall survive the payment of the Obligations and termination of this Agreement.

3.6. Lender Statements; Survival of Indemnity . Each Lender shall deliver a written statement of such Lender to the applicable Borrower (with a copy to the Agent and the Company) as to the amount due, if any, under Section 3.1, 3.2, 3.4 or 3.5. Such written statement shall set forth in reasonable detail the calculations upon which such Lender determined such amount and shall be final, conclusive and binding on such Borrower in the absence of manifest error, and upon reasonable request of such Borrower, such Lender shall promptly provide supporting documentation describing and/or evidence of the applicable event giving rise to such amount to the extent not inconsistent with such Lender's policies or applicable law. Determination of amounts payable under such Sections in connection with a Eurodollar Loan shall be calculated as though each Lender funded its Eurodollar Loan through the purchase of a deposit of the type, currency and maturity corresponding to the deposit used as a reference in determining the Eurodollar Rate applicable to such Loan, whether in fact that is the case or not. Unless otherwise provided herein, the amount specified in the written statement of any Lender shall be payable on demand after receipt by the applicable Borrower of such written statement. The obligations of each Borrower under Sections 3.1, 3.2, 3.4 and 3.5 shall survive payment of the Obligations and termination of this Agreement.

3.7. Alternative Lending Installation. To the extent reasonably possible, each Lender shall designate an alternate Lending Installation with respect to its Eurodollar Loans to reduce any liability of the Borrowers to such Lender under Sections 3.1, 3.2 and 3.5 or to avoid the

unavailability of Eurodollar Advances under Section 3.3, so long as such designation is not, in the judgment of such Lender, disadvantageous to such Lender. A Lender's designation of an alternative Lending Installation shall not affect the Borrowers' rights under Section 2.22 to replace a Lender.

3.8. Allocation of Amounts Payable Among Borrowers . Each amount payable by "the Borrowers" under this Article shall be an obligation of, and shall be discharged (a) to the extent arising out of acts, events and circumstances related to a particular Borrower, by such Borrower and (b) otherwise, by all the Borrowers, with each Borrower being severally liable for such Borrower's Contribution Percentage of such amount, provided that in consideration of the availability, on the terms set forth herein, of the entire amount of the Commitments in the form of borrowings by and Letters of Credit issued for the account of the Company, the Company agrees that, if one or more of the Borrowing Subsidiaries shall fail to pay any amount owed by it under clause (b) of this Section after a demand shall have been made by the Person to which such amount is owed, the Company shall promptly pay such amount (the Company hereby irrevocably waiving any defenses that might otherwise be available to it as a guarantor of the obligations of any Borrowing Subsidiary under this Section).

ARTICLE IV

CONDITIONS PRECEDENT

4.1. Amendment Effective Date . This amendment and restatement of the Original Credit Agreement shall become effective upon (i) the receipt by the Agent of written approval of this amendment and restatement of the Required Lenders under the Original Credit Agreement and (ii) the satisfaction of the following conditions precedent and the delivery by the Borrowers to the Agent of the items specified below:

4.1.1 Copies of the articles or certificate of incorporation of each Borrower, together with all amendments thereto, certified by the secretary or an assistant secretary of such Borrower, and a certificate of good standing with respect to each Borrower from the appropriate governmental officer in its jurisdiction of incorporation.

4.1.2 Copies, certified by the Secretary or Assistant Secretary of each Borrower, of its by-laws and of its Board of Directors' resolutions and of resolutions or actions of any other body authorizing the execution of the Loan Documents to which such Borrower is a party.

4.1.3 An incumbency certificate, executed by the Secretary or Assistant Secretary of each Borrower, which shall identify by name and title and bear the signatures of the Authorized Officers and any other officers of such Borrower authorized to sign the Loan Documents to which such Borrower is a party, upon which certificate the Agent and the Lenders shall be entitled to rely until informed of any change in writing by such Borrower.

4.1.4 A certificate, signed by the Chairman, Chief Executive Officer, President, Executive Vice President, Chief Financial Officer, any Senior Vice President, any Vice President or the Treasurer of each Borrower, stating that on the Amendment Effective Date (a) no Default or Unmatured Default has occurred and is continuing, (b) all of the representations and warranties in Article V shall be true and correct in all material respects as of such date except to the extent any such representation or warranty is stated to relate solely to an earlier date, in which case such representation or warranty shall have been true and correct on and as of such earlier date and (c) the condition set forth in Section 4.1.9 below has been or is simultaneously being satisfied.

4.1.5 Written opinions of the Borrowers' counsel, in form and substance satisfactory to the Agent and addressed to the Lenders, in substantially the form of Exhibits A.1 and A.2.

4.1.6 Delivery of copies of the required regulatory authorizations identified on Schedule 4.

4.1.7 Any Notes requested by Lenders pursuant to Section 2.16 payable to the order of each such requesting Lender.

4.1.8 Written money transfer instructions, in substantially the form of Exhibit D, addressed to the Agent and signed by an Authorized Officer, together with such other related money transfer authorizations as the Agent may have reasonably requested.

4.1.9 Evidence satisfactory to the Agent that (i) the Existing Amended Five-Year Credit Agreement shall have been or shall simultaneously with the effectiveness of this Agreement on the Amendment Effective Date be terminated (except for those provisions that expressly survive the termination thereof), and all loans and letters of credit outstanding, if any, and other amounts owed to the lenders or agents thereunder shall have been, or shall simultaneously with the effectiveness of this Agreement be, paid or terminated in full, and (ii) the Illinois Agreement shall have been executed by the parties thereto.

4.1.10 All documentation and other information that any Lender shall reasonably have requested in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the USA Patriot Act.

4.1.11 Such other documents as any Lender or its counsel may have reasonably requested.

4.2. Each Credit Extension . The Lenders and the Issuing Banks shall not be required to make any Credit Extension unless on the applicable Credit Extension Date:

4.2.1 There exists no Default or Unmatured Default.

4.2.2 The representations and warranties contained in Article V are true and correct as of such Credit Extension Date except to the extent any such representation or warranty is stated to relate solely to an earlier date, in which case such representation or warranty shall have been true and correct on and as of such earlier date.

4.2.3 All legal matters incident to the making of such Advance shall be satisfactory to the Lenders and their counsel.

4.2.4 (a) In the case of any Credit Extension to the Company or IP which would (i) be made after June 30, 2007, (ii) cause the aggregate principal amount of short-term indebtedness for borrowed money of the Company or IP, as the case may be, to exceed $1,500,000,000 or $500,000,000, respectively or (iii) cause the aggregate principal amount of issuances and sales by the Company of capital stock, preferred stock, the other securities specified in the SEC order referred to in Section 5.18 and long-term indebtedness for borrowed money to exceed $2,500,000,000, then, unless such authorization is no longer required by applicable laws and regulations (and the Agent shall have received confirmation thereof reasonably satisfactory to it), such Credit Extension shall have been duly authorized by an order of the SEC under the 1935 Act (or of any governmental agency that may succeed to the authority of the SEC under the 1935 Act) and the Agent shall have received a true and complete copy of such order authorizing such Credit Extension.

(b) In the case of any Credit Extension to Union Electric, CIPS or CILCO which would (i) be made after March 31, 2006 or (ii) cause the aggregate principal amount of short-term indebtedness for borrowed money of Union Electric, CIPS or CILCO, as the case may be, to exceed $1,000,000,000, $250,000,000 or $250,000,000, respectively, then, unless such authorization is no longer required by applicable laws and regulations (and the Agent shall have received confirmation thereof reasonably satisfactory to it), such Credit Extension shall have been duly authorized by an order of the SEC under the 1935 Act (or of any governmental agency that may succeed to the authority of the SEC under the 1935 Act) and the Agent shall have received a true and complete copy of such order authorizing such Credit Extension.

(c) In the case of any Credit Extension to Genco which would (i) be made after June 22, 2006 or (ii) cause the aggregate principal amount of short-term indebtedness for borrowed money of Genco to exceed $300,000,000, then, unless such authorization is no longer required by applicable laws and regulations (and the Agent shall have received confirmation thereof reasonably satisfactory to it), such Credit Extension shall have been duly authorized by an order of the FERC (or of any governmental agency that may succeed to the authority of the FERC) and the Agent shall have received a true and complete copy of such order authorizing such Credit Extension.

Each Borrowing Notice or request for the issuance of a Letter of Credit with respect to each such Credit Extension shall constitute a representation and warranty by the applicable Borrower that the conditions contained in Sections 4.2.1, 4.2.2, 4.2.3 and 4.2.4 have been

satisfied. Any Lender or Issuing Bank may require a duly completed compliance certificate in substantially the form of Exhibit B as a condition to making a Credit Extension.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

Each Borrower represents and warrants to each Lender, each Issuing Bank and the Agent, as to such Borrower and, as applicable, its Subsidiaries, as of each of (i) the Amendment Effective Date and (ii) each date as of which such Borrower is deemed to make the representations and warranties set forth in this Article under Section 4.2:

5.1. Existence and Standing . Such Borrower and each of its Subsidiaries (other than any Project Finance Subsidiary or an SPC) is a corporation, partnership (in the case of Subsidiaries only) or limited liability company duly and properly incorporated or organized, as the case may be, validly existing and (to the extent such concept applies to such entity) in good standing under the laws of its jurisdiction of incorporation or organization and has all requisite authority to conduct its business in each jurisdiction in which its business is conducted.

5.2. Authorization and Validity . Such Borrower has the power and authority and legal right to execute and deliver the Loan Documents and to perform its obligations thereunder. The execution and delivery by such Borrower of the Loan Documents and the performance of its obligations thereunder have been duly authorized by proper proceedings, and the Loan Documents to which such Borrower is a party constitute legal, valid and binding obligations of such Borrower enforceable against such Borrower in accordance with their terms, except as enforceability may be limited by (i) bankruptcy, insolvency, fraudulent conveyance, reorganization or similar laws relating to or affecting the enforcement of creditors' rights generally; (ii) general equitable principles (whether considered in a proceeding in equity or at law) and (iii) requirements of reasonableness, good faith and fair dealing.

5.3. No Conflict; Government Consent . Neither the execution and delivery by such Borrower of the Loan Documents, nor the consummation of the transactions therein contemplated, nor compliance with the provisions thereof will violate (i) any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on such Borrower or any of its Subsidiaries or (ii) such Borrower's or any Subsidiary's articles or certificate of incorporation, partnership agreement, certificate of partnership, articles or certificate of organization, by-laws, or operating agreement or other management agreement, as the case may be, or (iii) the provisions of any indenture, any material instrument or any material agreement to which such Borrower or any of its Subsidiaries is a party or is subject, or by which it, or its Property, is bound, or conflict with, or constitute a default under, or result in, or require, the creation or imposition of any Lien in, of or on the Property of such Borrower or a Subsidiary pursuant to the terms of, any such indenture, instrument or agreement. No order, consent, adjudication, approval, license, authorization, or validation of, or filing, recording or registration with, or exemption by, or other action in respect of any governmental or public body or authority, or any subdivision thereof, which has not been obtained by such Borrower or any of its Subsidiaries, is required to be obtained by such Borrower or any of its Subsidiaries in connection with the execution and delivery of the Loan Documents, the borrowings and issuances of Letters

of Credit under this Agreement, the payment and performance by such Borrower of the Obligations or the legality, validity, binding effect or enforceability of any of the Loan Documents.

5.4. Financial Statements . The December 31, 2005, consolidated financial statements of such Borrower, audited by PricewaterhouseCoopers LLP, for the fiscal year ended December 31, 2005, and the unaudited consolidated balance sheet of such Borrower as of March 31, 2006, and the related unaudited statement of income and statement of cash flows for the three-month period then ended, copies of which have been furnished to each Lender, fairly present in all material respects (subject in the case of such balance sheet and statement of income for the period ended March 31, 2006, to year-end adjustments) the consolidated financial condition of such Borrower at such dates and the consolidated results of the operations of such Borrower for the periods ended on such dates, were prepared in accordance with generally accepted accounting principles in effect on the dates such statements were prepared (except for the absence of footnotes and subject to year end audit adjustments) and fairly present the consolidated financial condition and operations of such Borrower at such dates and the consolidated results of their operations for the periods then ended.

5.5. Material Adverse Change . As of the date of this Agreement, since December 31, 2005, there has been no change in the business, Property, condition (financial or otherwise) or results of operations of such Borrower and its Subsidiaries (other than any Project Finance Subsidiary) which could reasonably be expected to have a Material Adverse Effect (a "Material Adverse Change") with respect to such Borrower, except for the Disclosed Matters; provided , however , that neither (i) any ratings downgrade applicable to the Indebtedness of any Borrower or any of its Subsidiaries by Moody's or S&P nor (ii) such Borrower's or any of its Subsidiaries' inability to place commercial paper in the capital markets, shall, in and of themselves, be deemed events constituting a Material Adverse Change.

5.6. Taxes . Such Borrower and its Subsidiaries have filed all United States federal tax returns and all other material tax returns which are required to be filed and have paid all taxes due pursuant to said returns or pursuant to any assessment received by such Borrower or any of its Subsidiaries, except in respect of such taxes, if any, as are being contested in good faith and as to which adequate reserves have been provided in accordance with Agreement Accounting Principles and as to which no Lien exists (except as permitted by Section 6.13.2). The Internal Revenue Service has closed audits of the United States federal income tax returns filed by Union Electric for all periods through the calendar taxable year ending December 31, 1997 and by CIPSCO, Inc. for all periods through the calendar taxable year ending December 31, 1997. The Internal Revenue Service has not closed audits of the United States federal income tax returns filed by any Borrower and its Subsidiaries for subsequent periods. No claims have been, or are being, asserted with respect to such taxes that could reasonably be expected to result in a Material Adverse Effect with respect to such Borrower and no liens have been filed with respect to such taxes. The charges, accruals and reserves on the books of such Borrower and its Subsidiaries in respect of any taxes or other governmental charges are adequate.

5.7. Litigation and Contingent Obligations . On the date of this Agreement, other than the Disclosed Matters, there is no litigation, arbitration, governmental investigation, proceeding or inquiry pending or, to the knowledge of any of its officers, threatened against or affecting such

Borrower or any of its Subsidiaries which could reasonably be expected to have a Material Adverse Effect with respect to such Borrower or which seeks to prevent, enjoin or delay the making of any Loans to such Borrower. On the date of this Agreement, other than any liability incident to any litigation, arbitration or proceeding which could not reasonably be expected to have a Material Adverse Effect with respect to such Borrower, such Borrower has no material contingent obligations not provided for or disclosed in the financial statements referred to in Section 5.4.

5.8. Subsidiaries . Schedule 1 contains an accurate list of all Subsidiaries of such Borrower as of the date of this Agreement, setting forth their respective jurisdictions of organization and the percentage of their respective capital stock or other ownership interests owned by such Borrower or other Subsidiaries of such Borrower. All the issued and outstanding shares of capital stock or other ownership interests of such Subsidiaries have been (to the extent such concepts are relevant with respect to such ownership interests) duly authorized and issued and are fully paid and non-assessable.

5.9. ERISA . No ERISA Event has occurred or is reasonably expected to occur that, when taken together with all other ERISA Events that have occurred or are reasonably expected to occur, could reasonably be expected to result in a Material Adverse Effect with respect to such Borrower.

5.10. Accuracy of Information . The information, exhibits or reports with respect to such Borrower furnished to the Agent or to any Lender in connection with the negotiation of, or compliance with, the Loan Documents as of the date furnished do not contain any material misstatement of fact or omit to state a material fact or any fact necessary to make the statements contained therein not misleading.

5.11. Regulation U . Neither such Borrower nor any of its Subsidiaries is engaged principally, or as one of its important activities, in the business of extending credit for the purpose, whether immediate, incidental or ultimate, of buying or carrying margin stock (as defined in Regulation U), and after applying the proceeds of each Advance, margin stock (as defined in Regulation U) will constitute less than 25% of the value of those assets of such Borrower and its Subsidiaries that are subject to any limitation on sale, pledge, or any other restriction hereunder.

5.12. Material Agreements . Neither such Borrower nor any of its Subsidiaries is a party to any agreement or instrument or subject to any charter or other corporate restriction which could reasonably be expected to have a Material Adverse Effect with respect to such Borrower as described in clauses (ii) and/or (iii) of the definition thereof. Neither such Borrower nor any of its Subsidiaries is in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in (i) any agreement or instrument to which it is a party, which default could reasonably be expected to have a Material Adverse Effect with respect to such Borrower or (ii) any agreement or instrument evidencing or governing Indebtedness, which default could be reasonably expected to have a Material Adverse Effect with respect to such Borrower.

5.13. Compliance With Laws . Except for the Disclosed Matters, such Borrower and its Subsidiaries have complied with all applicable statutes, rules, regulations, orders and restrictions of any domestic or foreign government or any instrumentality or agency thereof having jurisdiction over the conduct of their respective businesses or the ownership of their respective Property, non-compliance with which could reasonably be expected to result in a Material Adverse Effect with respect to such Borrower.

5.14. Ownership of Properties . On the date of this Agreement, such Borrower and its Subsidiaries have good title (except for minor defects in title that do not interfere with their ability to conduct their business as currently conducted or to utilize such properties for the intended purposes), free of all Liens other than those permitted by Section 6.13, to all of the assets material to such Borrower's business reflected in such Borrower's most recent consolidated financial statements provided to the Agent, as owned by such Borrower and its Subsidiaries.

5.15. Plan Assets; Prohibited Transactions . Such Borrower is not an entity deemed to hold "plan assets" within the meaning of 29 C.F.R. § 2510.3-101 of an employee benefit plan (as defined in Section 3(3) of ERISA) which is subject to Title I of ERISA or any plan (within the meaning of Section 4975 of the Code), and assuming the accuracy of the representations and warranties made in Section 9.12 and in any assignment made pursuant to Section 12.3.3, neither the execution of this Agreement nor the making of Loans hereunder gives rise to a prohibited transaction within the meaning of Section 406 of ERISA or Section 4975 of the Code.

5.16. Environmental Matters . In the ordinary course of its business, the officers of such Borrower consider the effect of Environmental Laws on the business of such Borrower and its Subsidiaries, in the course of which they identify and evaluate potential risks and liabilities accruing to such Borrower due to Environmental Laws. On the basis of this consideration, such Borrower has concluded that, other than the Disclosed Matters, Environmental Laws cannot reasonably be expected to have a Material Adverse Effect with respect to such Borrower. Except for the Disclosed Matters, and except with respect to any other matters that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect with respect to such Borrower, neither such Borrower nor any Subsidiary has received any notice to the effect that its operations are not in material compliance with any of the requirements of applicable Environmental Laws or are the subject of any federal or state investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment.

5.17. Investment Company Act . Neither such Borrower nor any Subsidiary of such Borrower is an "investment company" or a company "controlled" by an "investment company", within the meaning of the Investment Company Act of 1940, as amended.

5.18. Federal Energy Regulatory Commission . The Company is a "holding company" and each Borrowing Subsidiary is a "public utility", as such terms are defined in the 2005 Act. The FERC, in accordance with the Federal Power Act, has (i) granted blanket authorization to IP to issue securities and assume liabilities, including borrowing under this Agreement, and (ii) issued an order authorizing the incurrence of short-term indebtedness by each of the other Borrowing Subsidiaries in an aggregate principal amount outstanding not to exceed its FERC

Limit, subject to, among other things, the condition that all such indebtedness be issued on or before March 31, 2008. Unless such authorization is no longer required by applicable laws and regulations (and the Agent shall have received confirmation thereof reasonably satisfactory to it), additional authorization from the FERC (or any governmental agency that succeeds to the authority of the FERC) will be necessary for each of the Borrowing Subsidiaries (other than IP) to obtain any Advances under this Agreement or to incur or issue short-term indebtedness, including without limitation Loans extended under this Agreement after March 31, 2008. Except for the aforesaid orders of the FERC (as listed on Schedule 4 hereto), on the Amendment Effective Date no regulatory authorizations, approvals, consents, registrations, declarations or filings are required in connection with the borrowings by, and issuances of Letters of Credit for the account of, the Company or any Borrowing Subsidiary hereunder or the performance by each of Company and the Borrowing Subsidiaries of its Obligations.

5.19. Insurance . Such Borrower maintains, and has caused each of its Subsidiaries to maintain, with financially sound and reputable insurance companies insurance on all its Property in such amounts, subject to such deductibles and self-insurance retentions and covering such properties and risks as are consistent with sound business practice.

5.20. No Default or Unmatured Default . No Default or Unmatured Default has occurred and is continuing with respect to such Borrower.

ARTICLE VI

COVENANTS

During the term of this Agreement, unless the Required Lenders shall otherwise consent in writing:

6.1. Financial Reporting . Each Borrower will maintain, for itself and each of its subsidiaries, a system of accounting established and administered in accordance with generally accepted accounting principles, and furnish to the Agent, and the Agent shall promptly deliver to each of the Lenders (it being agreed that the obligation of any Borrower to furnish the consolidated financial statements referred to in paragraphs 6.1.1 and 6.1.2 below may be satisfied by the delivery of annual and quarterly reports from such Borrower to the SEC on Forms 10-K and 10-Q containing such statements):

6.1.1 Within 90 days after the close of each fiscal year, such Borrower's audited financial statements prepared in accordance with Agreement Accounting Principles on a consolidated basis, including balance sheets as of the end of such period, statements of income and statements of cash flows, accompanied by (a) an audit report, unqualified as to scope, of a nationally recognized firm of independent public accountants; (b) any management letter prepared by said accountants, and (c) a certificate of said accountants that, in the course of their audit of the foregoing, they have obtained no knowledge that such Borrower failed to comply with certain terms, covenants and provisions of this Agreement as they relate to accounting matters, or, if in the opinion of such accountants any such failure shall have

occurred, stating the nature and status thereof. In addition, at any time that any of CIPS, CILCO, CILCORP or IP is not a Borrower, the Company shall deliver the financial statements and any items referred to under clauses (a) and (b) that would have been required to be delivered by it under this Section 6.1.1 if it were a Borrower at such time.

6.1.2 Within 45 days after the close of the first three quarterly periods of each of its fiscal years, such Borrower's consolidated unaudited balance sheets as at the close of each such period and consolidated statements of income and a statement of cash flows for the period from the beginning of such fiscal year to the end of such quarter, all certified as to fairness of presentation, compliance with Agreement Accounting Principles and consistency by its chief financial officer, controller or treasurer. In addition, at any time that any of CIPS, CILCO, CILCORP or IP is not a Borrower, the Company shall deliver the financial statements and the certification of the chief financial officer, controller or treasurer of the Company that would have been required to be delivered by it under this Section 6.1.2 if it were a Borrower at such time.

6.1.3 Together with the financial statements required under Sections 6.1.1 and 6.1.2, a compliance certificate in substantially the form of Exhibit B signed by such Borrower's chief financial officer, controller or treasurer showing the calculations necessary to determine compliance with this Agreement and stating that no Default or Unmatured Default with respect to such Borrower exists, or if any such Default or Unmatured Default exists, stating the nature and status thereof.

6.1.4 As soon as possible and in any event within 10 days after such Borrower knows that any ERISA Event has occurred that, alone or together with any other ERISA Events that have occurred, could reasonably be expected to result in liability of such Borrower, its Subsidiaries or any Commonly Controlled Entity in an aggregate amount exceeding $25,000,000, a statement, signed by the chief financial officer, controller or treasurer of such Borrower, describing said ERISA Event and the action which such Borrower proposes to take with respect thereto.

6.1.5 As soon as possible and in any event within 10 days after receipt by such Borrower, a copy of (a) any notice or claim to the effect that such Borrower or any of its Subsidiaries is or may be liable to any Person as a result of the release by such Borrower, any of its Subsidiaries, or any other Person of any toxic or hazardous waste or substance into the environment, and (b) any notice alleging any violation of any federal, state or local environmental, health or safety law or regulation by such Borrower or any of its Subsidiaries, which, in either case, could reasonably be expected to have a Material Adverse Effect with respect to such Borrower.

6.1.6 Promptly upon becoming aware thereof, notice of any upgrading or downgrading of the rating of such Borrower's senior unsecured debt, commercial paper or First Mortgage Bonds by Moody's or S&P.

6.1.7 Such other information (including non-financial information) as the Agent or any Lender may from time to time reasonably request.

6.2. Use of Proceeds and Letters of Credit . Each Borrower will, and will cause each of its Subsidiaries to, use the proceeds of the Advances for general corporate purposes, including without limitation, for working capital, commercial paper liquidity support with respect to commercial paper issued by such Borrower or its Subsidiaries, to fund loans under and pursuant to the Money Pool Agreements, and to pay fees and expenses incurred in connection with this Agreement. Each Borrower shall use the proceeds of Advances in compliance with all applicable legal and regulatory requirements and any such use shall not result in a violation of any such requirements, including, without limitation, Regulation U and Regulation X, the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended, and the regulations promulgated thereunder. Each Borrower shall use the Letters of Credit for general corporate purposes.

6.3. Notice of Default . Within five (5) Business Days after an Authorized Officer of any Borrower becomes aware thereof, such Borrower will, and will cause each Subsidiary to, give notice in writing to the Lenders of the occurrence of any Default or Unmatured Default and, unless otherwise reported to the SEC in such Borrower's filings under the Securities Exchange Act of 1934, of any other development, financial or otherwise, which could reasonably be expected to have a Material Adverse Effect with respect to such Borrower.

6.4. Conduct of Business . Each Borrower will, and will cause each of its Subsidiaries to, carry on and conduct its business in substantially the same manner and in substantially the same fields of enterprise in which it is presently conducted or in a manner or fields of enterprise reasonably related thereto and do all things necessary to remain duly incorporated or organized, validly existing and (to the extent such concept applies to such entity) in good standing as a domestic corporation, partnership or limited liability company in its jurisdiction of incorporation or organization, as the case may be, and maintain all requisite authority to conduct its business in each jurisdiction in which its business is conducted. Notwithstanding the foregoing, no Borrower shall be prohibited from dissolving any Inactive Subsidiary or from the sale of any Subsidiary or assets pursuant to governmental or regulatory order or pursuant to Section 6.11.

6.5. Taxes . Each Borrower will, and will cause each of its Subsidiaries to, timely file complete and correct United States federal and applicable foreign, state and local tax returns required by law and pay when due all taxes, assessments and governmental charges and levies upon it or its income, profits or Property, except those which are being contested in good faith by appropriate proceedings and with respect to which adequate reserves have been recorded in accordance with Agreement Accounting Principles.

6.6. Insurance . Each Borrower will, and will cause each of its Subsidiaries to, maintain with financially sound and reputable insurance companies insurance on all its Property in such amounts, subject to such deductibles and self-insurance retentions, and covering such

risks as is consistent with sound business practice, and such Borrower will furnish to any Lender upon request full information as to the insurance carried.

6.7. Compliance with Laws; Federal Energy Regulatory Commission Authorization . (a) Each Borrower will, and will cause each of its Subsidiaries to, comply with all laws, rules, regulations, orders, writs, judgments, injunctions, decrees or awards to which it may be subject including, without limitation, all Environmental Laws, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect with respect to such Borrower.

(b) Each Borrower further agrees not to request any Advance or permit any Loan to remain outstanding hereunder in violation of the FERC authorization described in Section 5.18 or any conditions thereof, as in effect from time to time.

6.8. Maintenance of Properties . Subject to Section 6.11, each Borrower will, and will cause each of its Subsidiaries to, do all things necessary to maintain, preserve, protect and keep its Property used in the operation of its business in good repair, working order and condition (ordinary wear and tear excepted), and make all necessary and proper repairs, renewals and replacements so that its business carried on in connection therewith may be properly conducted at all times.

6.9. Inspection; Keeping of Books and Records . Each Borrower will, and will cause each of its Subsidiaries to, permit the Agent and the Lenders, by their respective representatives and agents, to inspect any of the Property, books and financial records of such Borrower and each of its Subsidiaries, to examine and make copies of the books of accounts and other financial records of such Borrower and each of its Subsidiaries, and to discuss the affairs, finances and accounts of such Borrower and each of its Subsidiaries with, and to be advised as to the same by, their respective officers at such reasonable times and intervals as the Agent or any Lender may designate. Each Borrower shall keep and maintain, and cause each of its Subsidiaries to keep and maintain, in all material respects, proper books of record and account in which entries in conformity with Agreement Accounting Principles shall be made of all dealings and transactions in relation to their respective businesses and activities. If a Default with respect to a Borrower has occurred and is continuing, such Borrower, upon the Agent's request, shall turn over copies of any such records to the Agent or its representatives.

6.10. Merger . Each Borrower will not, nor will it permit any of its Subsidiaries to, merge or consolidate with or into any other Person, except (i) any Subsidiary other than a Borrowing Subsidiary may merge or consolidate with a Borrower if such Borrower is the corporation surviving such merger, (ii) any Borrowing Subsidiary may merge or consolidate with the Company if the Company is the corporation surviving such merger, (iii) any Subsidiary other than a Borrowing Subsidiary may merge or consolidate with any other Subsidiary, provided that each Borrower's aggregate direct and indirect ownership interest in the survivor thereof shall not be less than such Borrower's direct and indirect ownership interest in either of such Subsidiaries prior to such merger, and (iv) any Borrower or any Subsidiary may merge or consolidate with any Person other than a Borrower or a Subsidiary if (a) such Person was organized under the laws of the United States of America or one of its States and (b) such Borrower or such

Subsidiary is the corporation surviving such merger; provided that, in each case, after giving effect thereto, no Default with respect to such Borrower will be in existence.

6.11. Dispositions of Assets . No Borrower will, or will permit any of its Subsidiaries to, lease, sell or otherwise dispose of its Property to any other Person, including any of its Subsidiaries, whether existing on the date hereof or hereafter created, except:

6.11.1 Sales of electricity, natural gas, emissions credits and other commodities in the ordinary course of business.

6.11.2 A disposition of assets by a Subsidiary of such Borrower (other than a Subsidiary of such Borrower that is itself a Borrowing Subsidiary) to such Borrower or another Subsidiary of such Borrower.

6.11.3 A disposition by a Borrowing Subsidiary, or any of its Subsidiaries, to one of its Subsidiaries of Property received by such Borrowing Subsidiary or Subsidiary after the date hereof from the Company or another Subsidiary (other than a Borrowing Subsidiary) specifically for transfer to the Subsidiary of such Borrowing Subsidiary.

6.11.4 The payment of cash dividends by the Company or any Subsidiary to holders of its equity interests.

6.11.5 Advances of cash in the ordinary course of business pursuant to the Money Pool Agreements or other intercompany borrowing arrangements with terms substantially similar to the Money Pool Agreements.

6.11.6 A disposition of obsolete property or property no longer used in the business of such Borrower or its Subsidiaries.

6.11.7 The transfer pursuant to a requirement of law or any regulatory authority having jurisdiction, of functional and/or operational control of (but not of title to) transmission facilities of such Borrower or its Subsidiaries to an Independent System Operator, Regional Transmission Organization or to some other entity which has responsibility for operating and planning a regional transmission system.

6.11.8 Dispositions pursuant to Leveraged Lease Sales.

6.11.9 In the case of Genco, direct loans to its railroad subsidiary up to a maximum of $25,000,000 outstanding at any time.

6.11.10 Leases, sales or other dispositions by such Borrower or any of its Subsidiaries of its Property that, together with all other Property of such Borrower and its Subsidiaries previously leased, sold or disposed of (other than dispositions otherwise permitted by other provisions of this Section 6.11) since the Closing Date, do not constitute Property which represents more than fifteen percent (15%) of the Consolidated Tangible Assets of such Borrower

as would be shown in the consolidated financial statements of such Borrower and its Subsidiaries as at the end of the fiscal year ending immediately prior to the date of any such lease, sale or other disposition.

6.11.11 Contributions, directly or indirectly, of capital, in the form of either debt or equity, by the Company or any Subsidiary to any Subsidiary of the Company.

6.11.12 Transactions under which the Borrower, or its Subsidiary, that disposes of its Property receives in return consideration (i) in a form other than equity, other ownership interests or indebtedness and (ii) of which at least 75% is cash and/or assumption of debt; provided that any such cash consideration so received, unless retained by such Borrower or its Subsidiary at all times prior to the repayment of all Obligations under this Agreement, shall be used (x) within twelve months of the receipt thereof for investment or reinvestment by such Borrower or its Subsidiary in its existing business or (y) within six months of the receipt thereof to reduce Indebtedness of such Borrower or its Subsidiary, and provided further that after taking into account the assets disposed of by such Borrower and its Subsidiaries in the aggregate and any investment or reinvestment of the proceeds thereof in the business of such Borrower and its Subsidiaries, no such transaction shall result in such Borrower and its Subsidiaries as a whole having disposed of all or substantially all of their assets.

6.11.13 Transfers of Receivables (and rights ancillary thereto) pursuant to, and in accordance with the terms of, a Permitted Securitization.

6.11.14 Disposition, directly or indirectly, by Ameren Illinois Transmission Company of electric transmission facilities, and any and all property, plant and equipment and property rights and interests related thereto, acquired after the Closing Date, in exchange for cash and/or assumption of debt; provided that any such cash consideration so received, unless retained by Ameren Illinois Transmission Company at all times prior to the repayment of all Obligations under this Agreement, shall be used within twelve months of the receipt thereof (x) for investment or reinvestment by Ameren Illinois Transmission Company in its existing business, (y) to reduce Indebtedness of Ameren Illinois Transmission Company or (z) to pay a dividend or return of capital to the Company.

6.12. Indebtedness of Project Finance Subsidiaries, Investments in Project Finance Subsidiaries and Other Investments; Acquisitions .

6.12.1 Neither any Borrower nor any of its Subsidiaries shall be directly or indirectly, primarily or secondarily, liable for any Indebtedness or any other form of liability, whether direct, contingent or otherwise, of a Project Finance Subsidiary nor shall any Borrower or any of its Subsidiaries provide any guarantee of the Indebtedness, liabilities or other obligations of a

Project Finance Subsidiary. Each Borrower will not, nor will it permit any of its Subsidiaries to, make or suffer to exist Investments in Project Finance Subsidiaries in excess of $100,000,000 in the aggregate for all the Borrowers and Subsidiaries at any time. Each Borrower will not, nor will it permit any of its Subsidiaries to, consummate any Acquisition other than an Acquisition (a) which is consummated on a non-hostile basis approved by a majority of the board of directors or other governing body of the Person being acquired and (b) which involves the purchase of a business line similar, related, complementary or incidental to that of such Borrower and its Subsidiaries as of the Closing Date unless the purchase price therefor is less than or equal to (i) $10,000,000 with respect thereto or (ii) $50,000,000 when taken together with all other Acquisitions consummated by all the Borrowers and Subsidiaries during the term of this Agreement which do not otherwise satisfy the conditions described above in this clause (b), and, as of the date of such Acquisition and after giving effect thereto, no Default or Unmatured Default shall exist with respect to such Borrower.

6.12.2 No Borrower will, or will permit any of its Subsidiaries to, make any investment in, or lease, sell or otherwise dispose of any asset to, any Affiliate of the Company which is not a Subsidiary other than:

(i) as would be permitted under Section 6.11.1 or Section 6.11.8,

(ii) in the case of any Borrower, investments in and leases, sales and other dispositions to Affiliates of such Borrower that are guarantors of such Borrower's obligations under this Agreement,

(iii) investments pursuant to cash management and money pool arrangements among the Company and its Affiliates (consistent with past practices and subject to compliance with record-keeping arrangements sufficient to allow at any time the identification of cash to the owners thereof at such time (it being understood that compliance with FERC or other applicable regulatory requirements to such effect shall be deemed sufficient)),

(iv) loans by the Company to Affiliates (other than Subsidiaries) of the Company in an aggregate amount outstanding, together with any amounts outstanding pursuant to clause (v) below and the principal amount outstanding of promissory notes issued pursuant to clause (vii) below, at any time not to exceed $1,000,000,000,

(v) equity investments by the Company in Affiliates (other than Subsidiaries) of the Company in an aggregate amount outstanding (net of return of capital (but not return on capital) in

respect of each such investment and valued at the time of the making of such investment), together with the principal amount outstanding under any loans made pursuant to clause (iv) above and the principal amount outstanding of promissory notes issued pursuant to clause (vii) below, at any time not to exceed $1,000,000,000,

(vi) transfers of assets to an Affiliate of the Company for fair market value (or, to the extent obligatory under applicable regulatory requirements, book value) paid in cash or in the form of tangible assets useful in the business of the Borrower or Subsidiary making such transfer,

(vii) transfers of assets to an Affiliate of the Company for fair market value (or, to the extent obligatory under applicable regulatory requirements,
book value) paid in the form of promissory notes of the transferees in an aggregate principal amount outstanding, together with the principal
amount of any loans outstanding made pursuant to clause (iv) above and any amounts outstanding pursuant to clause (v) above, at any time
not to exceed $1,000,000,000, and

(viii) disposition by a Subsidiary to an Affiliate of the Company (other than a Subsidiary) received by such Subsidiary after the Amendment Effective Date from the Company, directly or indirectly through another Subsidiary of the Company, specifically for disposition to such Affiliate, provided that such investment by the Company in such Affiliate is otherwise permitted pursuant to the provisions of this Section 6.12.2.

6.13. Liens . Each Borrower will not, nor will it permit any of its Subsidiaries (other than a Project Finance Subsidiary) to, create, incur, or suffer to exist any Lien in, of or on the Property of such Borrower or any of its Subsidiaries, except:

6.13.1 Liens, if any, securing the Loans and other Obligations hereunder.

6.13.2 Liens for taxes, assessments or governmental charges or levies on its Property if the same shall not at the time be delinquent or thereafter can be paid without penalty, or are being contested in good faith and by appropriate proceedings and for which adequate reserves in accordance with Agreement Accounting Principles shall have been set aside on its books.

6.13.3 Liens imposed by law, such as landlords', wage earners', carriers', warehousemen's and mechanics' liens and other similar liens arising in the ordinary course of business which secure payment of obligations not more than 60 days past due or which are being contested in good faith by

appropriate proceedings and for which adequate reserves in accordance with Agreement Accounting Principles shall have been set aside on its books.

6.13.4 Liens arising out of pledges or deposits under worker's compensation laws, unemployment insurance, old age pensions, or other social security or retirement benefits, or similar legislation.

6.13.5 Liens existing on the date hereof and described in Schedule 2.

6.13.6 Deposits securing liability to insurance carriers under insurance or self-insurance arrangements.

6.13.7 Deposits or accounts to secure the performance of bids, trade contracts or obligations (other than for borrowed money), vendor and service provider arrangements, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business.

6.13.8 Easements, reservations, rights-of-way, restrictions, survey exceptions and other similar encumbrances as to real property of such Borrower and its Subsidiaries which customarily exist on properties of corporations engaged in similar activities and similarly situated and which do not materially interfere with the conduct of the business of such Borrower or any such Subsidiary conducted at the property subject thereto.

6.13.9 Liens arising out of judgments or awards not exceeding $50,000,000 in the aggregate for all the Borrowers and Subsidiaries with respect to which appeals are being diligently pursued, and, pending the determination of such appeals, such judgments or awards having been effectively stayed.

6.13.10 Liens, securing obligations constituting neither obligations nor Contingent Obligations of the Borrower or any Subsidiary nor on account of which the Borrower or any Subsidiary customarily pays interest, upon real estate upon which the Borrower or any Subsidiary has a right-of-way, easement, franchise or other servitude or of which the Borrower or any Subsidiary is the lessee of the whole thereof or any interest therein, including, but not limited to, for the purpose of locating transmission and distribution lines and related support structures, pipe lines, substations, measuring stations, tanks, pumping or delivery equipment or similar equipment.

6.13.11 Liens arising by virtue of any statutory, contractual or common law provision relating to banker's liens, rights of setoff or similar rights as to deposit accounts or other funds maintained with a depository institution.

6.13.12 Liens created pursuant to the Existing UE Indenture securing First Mortgage Bonds; provided that the Liens of such Existing UE Indenture

shall extend only to the property of Union Electric (including, to the extent applicable, after acquired property) that is or would be covered by the Liens of the Existing UE Indenture as in effect on the date hereof.

6.13.13 Liens created pursuant to the Existing CIPS Indenture securing First Mortgage Bonds; provided that the Liens of such Existing CIPS Indenture shall extend only to the property of CIPS (including, to the extent applicable, after acquired property) that is or would be covered by the Liens of the Existing CIPS Indenture as in effect on the date hereof.

6.13.14 Liens incurred in connection with the Peno Creek Project and the Audrain Project.

6.13.15 Liens existing on any capital assets of any Subsidiary of such Borrower at the time such Subsidiary becomes a Subsidiary and not created in contemplation of such event.

6.13.16 Liens on any capital assets securing Indebtedness incurred or assumed for the purpose of financing or refinancing all or any part of the cost of acquiring or constructing such asset; provided that such Lien attaches to such asset concurrently with or within eighteen (18) months after the acquisition or completion of construction thereof.

6.13.17 Liens existing on any capital assets of any Subsidiary of such Borrower at the time such Subsidiary is merged or consolidated with or into such Borrower or any Subsidiary and not created in contemplation of such event.

6.13.18 Liens existing on any assets prior to the acquisition thereof by such Borrower or any of its Subsidiaries and not created in contemplation thereof; provided that such Liens do not encumber any other property or assets.

6.13.19 Liens (a) on the capital stock of CILCO and on the assets of CILCO and any other Subsidiary of CILCORP existing on the date hereof, and/or (b) created pursuant to the Existing CILCO Indenture securing First Mortgage Bonds; provided that the Liens of such Existing CILCO Indenture shall extend only to the property (including, to the extent applicable, after acquired property) that is or would be covered by the Liens of the Existing CILCO Indenture as in effect on the date hereof.

6.13.20 Undetermined Liens and charges incidental to construction.

6.13.21 Liens on Property or assets of a Subsidiary in favor of such Borrower or a Subsidiary that is directly or indirectly wholly owned by such Borrower.

6.13.22 Liens (a) on the assets of IP and any Subsidiary of IP existing on the date hereof and/or (b) created pursuant to the Existing IP Indenture securing First Mortgage Bonds; provided that the Liens of such Existing IP Indenture shall extend only to the property (including, to the extent applicable, after acquired property) that is or would be covered by the Liens of the Existing IP Indenture as in effect on the date hereof.

6.13.23 Liens arising in connection with sales or transfers of, or financings secured by, Receivables, including Liens granted by an SPC to secure Indebtedness arising under a Permitted Securitization.

6.13.24 Liens arising out of the refinancing, extension, renewal or refunding of any Indebtedness secured by any Lien permitted by any of Section 6.13.12 through 6.13.23; provided that (a) such Indebtedness is not secured by any additional assets, and (b) the amount of such Indebtedness secured by any such Lien is not increased.

6.13.25 Any Liens existing on any assets of IP or any of its Subsidiaries or related trusts related to the Illinois Power Special Purpose Trust Transitional Funding Trust Notes, Series 1998-1.

6.13.26 Liens not described in Sections 6.13.1 through 6.13.25, inclusive, securing Indebtedness or other liabilities or obligations of a Borrower or its Subsidiaries in an aggregate principal amount outstanding for all such Liens not to exceed 10% of the Consolidated Tangible Assets of such Borrower at the time of the incurrence of any such Lien.

6.14. Affiliates . Each Borrower will not, and will not permit any of its Subsidiaries to, enter into any transaction (including without limitation, the purchase or sale of any Property or service) with, or make any payment or transfer to, any Affiliate (other than such Borrower and its Subsidiaries) except in the ordinary course of business and pursuant to the reasonable requirements of such Borrower's or such Subsidiary's business and, except to the extent that the terms and consideration of any such transaction are mandated, limited or otherwise subject to conditions imposed by any regulatory or government body, upon fair and reasonable terms no less favorable to such Borrower or such Subsidiary than such Borrower or such Subsidiary would obtain in a comparable arm's-length transaction; provided, however, that this Section 6.14 shall not prohibit or restrict (i) transactions that provide for the purchase or sale of Property or services at cost that are entered into with any services company that is a Subsidiary of the Company, (ii) investments pursuant to cash management and money pool arrangements among the Company and its subsidiaries (consistent with past practices and subject to compliance with record-keeping arrangements sufficient to allow at any time the identification of cash to owners thereof at such time (it being understood that compliance with FERC or other applicable regulatory requirements to such effect shall be deemed sufficient)), (iii) customary sale and servicing transactions with an SPC pursuant to, and in accordance with the terms of, a Permitted Securitization, and (iv) the payment of cash dividends pursuant to Section 6.11.4.

6.15. Financial Contracts . Each Borrower will not, nor will it permit any of its Subsidiaries , to, enter into or remain liable upon any Rate Management Transactions except for those entered into in the ordinary course of business for bona fide hedging purposes and not for speculative purposes.

6.16. Subsidiary Covenants . Each Borrower will not, and will not permit any of its Subsidiaries other than a Project Finance Subsidiary to, create or otherwise cause to become effective any consensual encumbrance or restriction of any kind on the ability of any such Subsidiary other than a Project Finance Subsidiary (i) to pay dividends or make any other distribution on its common stock, (ii) to pay any Indebtedness or other obligation owed to such Borrower or any other Subsidiary of such Borrower, or (iii) to make loans or advances or other Investments in such Borrower or any other Subsidiary of such Borrower, in each case, other than (a) restrictions and conditions imposed by law or by this Agreement, (b) restrictions and conditions existing on the date hereof, in each case as identified on Schedule 3 (without giving effect to any amendment or modification expanding the scope of any such restriction or condition), (c) restrictions on dividends on the capital stock of Union Electric entered into in connection with future issuances of subordinated capital income securities, to the extent the same are not more restrictive than those benefiting the holders of Union Electric's existing 7.69% Subordinated Capital Income Securities, (d) restrictions and conditions in agreements or arrangements entered into by (1) Electric Energy, Inc. regarding the payment of dividends or the making of other distributions with respect to shares of its capital stock or (2) Gateway Energy WGK Project, L.L.C., in each case, without giving effect to any amendment or modification expanding the scope of any such restriction or condition, (e) customary restrictions and conditions relating to an SPC contained in agreements governing a Permitted Securitization, and (f) customary restrictions and conditions contained in agreements relating to the sale of a Subsidiary pending such sale, provided that such restrictions and conditions apply only to the Subsidiary that is to be sold and such sale is permitted hereunder.

6.17. Leverage Ratio . Each Borrower will not permit the ratio of (i) its Consolidated Indebtedness to (ii) its Consolidated Total Capitalization to be greater than (a) 0.65 to 1.00 at any time for each Borrower other than CILCO and (b) 0.60 to 1.00 at any time for CILCO (during such time as CILCO is a Borrower); provided that Consolidated Indebtedness, solely as such term is used in, and solely for the purpose of, clause (i) of this Section 6.17, shall not include (a) with respect to Indebtedness of Genco, subordinated indebtedness under the Existing Intercompany Note and (b) subordinated indebtedness which, by it terms, is subordinated to the Obligations on terms not less favorable to the Lenders than those set forth in Exhibit G (it being understood that any subordinated indebtedness under clause (b) will be expressly subordinated to all Obligations, including Obligations in respect of Letters of Credit).

ARTICLE VII

DEFAULTS

The occurrence of any one or more of the following events in respect of any Borrower shall constitute a Default with respect to such Borrower:

7.1. Any representation or warranty made or deemed made by or on behalf of such Borrower (including any representation or warranty deemed made by such Borrower as to one of its Subsidiaries) to the Lenders, the Issuing Banks or the Agent under or in connection with this Agreement, any Credit Extension, or any certificate or information delivered in connection with this Agreement or any other Loan Document shall be false in any material respect on the date as of which made or deemed made.

7.2. Such Borrower or, in the case of the Company, the Company or any of its Subsidiaries, shall fail to pay (i) principal of any Loan when due, or (ii) interest upon any Loan or any Facility Fee or other Obligations under any of the Loan Documents within five (5) Business Days after such interest, fee or other Obligation becomes due.

7.3. The breach by such Borrower of any of the terms or provisions of Section 6.2, 6.3, 6.9, 6.10, 6.11, 6.12, 6.13, 6.14, 6.15, 6.16 or 6.17.

7.4. The breach by such Borrower (other than a breach which constitutes a Default under another Section of this Article VII) of any of the terms or provisions of this Agreement which is not remedied within fifteen (15) days after the earlier to occur of (i) written notice from the Agent or any Lender to such Borrower or (ii) an Authorized Officer otherwise becoming aware of any such breach.

7.5. Failure of such Borrower or any of its Subsidiaries (other than Project Finance Subsidiaries), to pay when due any Material Indebtedness; or the default by such Borrower or any of its Subsidiaries (other than Project Finance Subsidiaries) in the performance (beyond the applicable grace period with respect thereto, if any) of any term, provision or condition contained in any Material Indebtedness Agreement or any other event shall occur or condition exist (except for a "Triggering Event" under IP's 11½% Mortgage Bonds due 2010 which does not also cause an event of default thereunder), the effect of which default, event or condition is to cause, or to permit the holder(s) of such Material Indebtedness or the lender(s) under any Material Indebtedness Agreement to cause, such Material Indebtedness to become due prior to its stated maturity or any commitment to lend under any Material Indebtedness Agreement to be terminated prior to its stated expiration date; or any Material Indebtedness of such Borrower or any of its Subsidiaries (other than Project Finance Subsidiaries), shall be declared to be due and payable or required to be prepaid or repurchased (other than by a regularly scheduled payment) prior to the stated maturity thereof (except in the case of or related to a "Triggering Event" under IP's 11½% Mortgage Bonds due 2010 which does not also cause an event of default thereunder); or such Borrower or, in the case of the Company, any of its Subsidiaries (other than Project Finance Subsidiaries), shall not pay, or admit in writing its inability to pay, its debts generally as they become due; provided that no Default shall occur under this Section 7.5 as a result of (i) any notice of voluntary prepayment delivered by such Borrower or any Subsidiary with respect to any Indebtedness, or (ii) any voluntary sale of assets by such Borrower or any Subsidiary permitted hereunder as a result of which any Indebtedness secured by such assets is required to be prepaid.

7.6. Such Borrower or any of its Subsidiaries (other than Project Finance Subsidiaries or an SPC) shall (i) have an order for relief entered with respect to it under the Federal bankruptcy laws as now or hereafter in effect, (ii) make an assignment for the benefit of

creditors, (iii) apply for, seek, consent to, or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any Substantial Portion of its Property, (iv) institute any proceeding seeking an order for relief under the Federal bankruptcy laws as now or hereafter in effect or seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it, (v) take any corporate or partnership action to authorize or effect any of the foregoing actions set forth in this Section 7.6, (vi) fail to contest in good faith any appointment or proceeding described in Section 7.7, or (vii) become unable, admit in writing its inability or fail generally to pay its debts as they become due.

7.7. Without the application, approval or consent of such Borrower or any of its Subsidiaries (other than a Project Finance Subsidiary or an SPC), a receiver, trustee, examiner, liquidator or similar official shall be appointed for such Borrower or any of its Subsidiaries (other than a Project Finance Subsidiary or an SPC) or any Substantial Portion of its Property or the Property of any of its Subsidiaries (other than a Project Finance Subsidiary or an SPC), or a proceeding described in Section 7.6(iv) shall be instituted against such Borrower or any of its Subsidiaries (other than a Project Finance Subsidiary or an SPC) and such appointment continues undischarged or such proceeding continues undismissed or unstayed for a period of 60 consecutive days.

7.8. Any court, government or governmental agency shall condemn, seize or otherwise appropriate, or take custody or control of, all or any portion of the Property of such Borrower or, in the case of the Company, any of its Subsidiaries (other than Project Finance Subsidiaries or an SPC), which, when taken together with all other Property of such Borrower and/or, in the case of the Company, any such Subsidiaries so condemned, seized, appropriated, or taken custody or control of, during the twelve-month period ending with the month in which any such action occurs, constitutes a Substantial Portion.

7.9. Such Borrower or, in the case of the Company, any of its Subsidiaries (other than Project Finance Subsidiaries or an SPC) shall fail within 45 days to pay, bond or otherwise discharge one or more (i) judgments or orders for the payment of money in excess of $50,000,000 (or the equivalent thereof in currencies other than Dollars) in the aggregate (net of any amount covered by insurance), or (ii) nonmonetary judgments or orders which, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect, which judgment(s), in any such case, is/are not stayed on appeal or otherwise being appropriately contested in good faith.

7.10. An ERISA Event shall have occurred that, in the opinion of the Required Lenders, when taken together with all other ERISA Events that have occurred, could reasonably be expected to result in liability of the Company, its Subsidiaries or any Commonly Controlled Entity in an aggregate amount exceeding $50,000,000.

7.11. Nonpayment when due (after giving effect to any applicable grace period) by such Borrower or, in the case of the Company, any of its Subsidiaries (other than Project Finance Subsidiaries or an SPC) of obligations or settlement amounts under Rate Management

Transactions in an aggregate amount of $25,000,000 or more, or the breach (beyond any grace period applicable thereto) by such Borrower or, in the case of the Company, any of its Subsidiaries (other than Project Finance Subsidiaries or an SPC) of any term, provision or condition contained in any Rate Management Transaction the effect of which is to cause, or to permit the counterparty(ies) thereof to cause, the termination of such Rate Management Transaction resulting in liability of the Borrower or such Subsidiaries for obligations and/or settlement amounts under such Rate Management Transactions in an aggregate amount of $25,000,000 or more.

7.12. Any Change in Control with respect to such Borrower shall occur.

7.13. Such Borrower or, in the case of the Company, any of its Subsidiaries, shall (i) be the subject of any proceeding or investigation pertaining to the release by such Borrower (or, in the case of the Company, any of its Subsidiaries) or any other Person of any toxic or hazardous waste or substance into the environment, or (ii) violate any Environmental Law; which, in the case of an event described in clause (i) or clause (ii), has resulted in liability to such Borrower or, in the case of the Company, any of its Subsidiaries, in an amount equal to $50,000,000 or more (in the case of the Company, in the aggregate for the Company and all its Subsidiaries), which liability is not paid, bonded or otherwise discharged within 45 days or which is not stayed on appeal and being appropriately contested in good faith.

7.14. Any Loan Document shall fail to remain in full force or effect with respect to such Borrower or, in the case of the Company, any of its Subsidiaries or any action shall be taken to discontinue or to assert the invalidity or unenforceability of any Loan Document with respect to such Borrower or, in the case of the Company, any of its Subsidiaries.

ARTICLE VIII

ACCELERATION, WAIVERS, AMENDMENTS AND REMEDIES

8.1. Acceleration . If any Default described in Section 7.6 or 7.7 occurs with respect to a Borrower or, in the case of the Company, any of its Subsidiaries (other than any Project Finance Subsidiary or SPC), the obligations of the Lenders to make Loans and of the Issuing Banks to issue Letters of Credit hereunder to such Borrower shall automatically terminate and the Obligations of such Borrower shall immediately become due and payable without any election or action on the part of the Agent, any Issuing Bank or any Lender. If any other Default occurs with respect to a Borrower or, in the case of the Company, any of its Subsidiaries (other than any Project Finance Subsidiary or SPC to the extent excluded from such Default by the provisions of Article VII), the Required Lenders (or the Agent with the consent of the Required Lenders) may terminate or suspend the obligations of the Lenders to make Loans and of the Issuing Banks to issue Letters of Credit hereunder to such Borrower, or declare the Obligations to be due and payable, or both, whereupon the Obligations shall become immediately due and payable, without presentment, demand, protest or notice of any kind, all of which such Borrower hereby expressly waives.

If, after acceleration of the maturity of the Obligations or termination of the obligations of the Lenders to make Loans and of the Issuing Banks to issue Letters of Credit hereunder as a

result of any Default (other than any Default as described in Section 7.6 or 7.7 with respect to such Borrower) and before any judgment or decree for the payment of the Obligations due shall have been obtained or entered, the Required Lenders (in their sole discretion) shall so direct, the Agent shall, by notice to such Borrower, rescind and annul such acceleration and/or termination.

8.2. Amendments . Subject to the provisions of this Section 8.2, the Required Lenders (or the Agent with the consent in writing of the Required Lenders) and the Borrowers may enter into agreements supplemental hereto for the purpose of adding or modifying any provisions to the Loan Documents or changing in any manner the rights of the Lenders or the Borrowers hereunder or thereunder or waiving any Default hereunder or thereunder ; provided , however , that no such supplemental agreement shall, without the consent of all of the Lenders (or, in the case of Section 8.2.2, all affected Lenders):

8.2.1 Extend the final maturity of any Revolving Loan or LC Disbursement or postpone any payment of principal of any Revolving Loan or LC Disbursement or forgive all or any portion of the principal amount thereof, or reduce the rate or extend the time of payment of interest or fees thereon (other than a waiver of the application of the default rate of interest pursuant to Section 2.14 hereof).

8.2.2 Extend the final maturity of any Competitive Loan or postpone any regularly scheduled payment of principal of any Competitive Loan or forgive all or any portion of the principal amount thereof, or reduce the rate or extend the time of payment of interest or fees thereon (other than a waiver of the application of the default rate of interest pursuant to Section 2.14 hereof).

8.2.3 Waive any condition set forth in Section 4.2, reduce the percentage specified in the definition of Required Lenders or any other percentage of Lenders specified to be the Pro Rata Share in this Agreement to act on specified matters or amend the definition of “Pro Rata Share”.

8.2.4 Other than as expressly permitted by the terms of Section 2.23, extend the Commitment Termination Date or the Maturity Date applicable to any Borrower, or reduce the amount or extend the payment date for, the mandatory payments required under Section 2.2, or increase the amount of the Commitment of any Lender hereunder or change the definition of Subsidiary Sublimit hereunder, or permit any Borrower to assign its rights or obligations under this Agreement or change Section 2.15 or 2.8.3 in a manner that would alter the pro rata sharing of payments or the application of reductions of commitments on a ratable basis required thereby.

8.2.5 Amend this Section 8.2.

No amendment of any provision of this Agreement relating to the Agent, any Issuing Bank or the Swingline Lender shall be effective without the written consent of the Agent, such Issuing Bank or the Swingline Lender, as the case may be. The Agent may waive payment of the fee required under Section 12.3.3 without obtaining the consent of any other party to this Agreement.

Notwithstanding the foregoing, any provision of this Agreement may be amended by an agreement in writing entered into by the applicable Borrower, the Required Lenders and the Agent if (i) by the terms of such agreement any remaining Commitment of each Lender not consenting to the amendment provided for therein shall terminate upon the effectiveness of such amendment and (ii) at the time such amendment becomes effective, each Lender not consenting thereto receives payment in full of the principal of and interest accrued on each Advance made by it and all other amounts owing to it or accrued for its account under this Agreement.

8.3. Preservation of Rights . No delay or omission of the Lenders, the Agent or the Issuing Banks to exercise any right under the Loan Documents shall impair such right or be construed to be a waiver of any Default or an acquiescence therein, and the making of a Credit Extension notwithstanding the existence of a Default or Unmatured Default or the inability of a Borrower to satisfy the conditions precedent to such Credit Extension shall not constitute any waiver or acquiescence. Any single or partial exercise of any such right shall not preclude other or further exercise thereof or the exercise of any other right, and no waiver, amendment or other variation of the terms, conditions or provisions of the Loan Documents whatsoever shall be valid unless in writing signed by, or by the Agent with the consent of, the requisite number of Lenders required pursuant to Section 8.2, and then only to the extent in such writing specifically set forth. All remedies contained in the Loan Documents or by law afforded shall be cumulative and all shall be available to the Agent, the Issuing Banks and the Lenders until all of the Obligations have been paid in full.

ARTICLE IX

GENERAL PROVISIONS

9.1. Survival of Representations . All representations and warranties of the Borrowers contained in this Agreement shall survive the making of the Credit Extensions herein contemplated.

9.2. Governmental Regulation . Anything contained in this Agreement to the contrary notwithstanding, no Lender shall be obligated to extend credit to any Borrower in violation of any limitation or prohibition provided by any applicable statute or regulation.

9.3. Headings . Section headings in the Loan Documents are for convenience of reference only, and shall not govern the interpretation of any of the provisions of the Loan Documents.

9.4. Entire Agreement . The Loan Documents embody the entire agreement and understanding among the Agent and the Lenders, and between the Agent and the Lenders on one hand, and the Borrowers individually on the other hand, and supersede all prior agreements and understandings among and between such parties, as the case may be, relating to the subject matter thereof other than those contained in the fee letter described in Section 10.13 which shall survive and remain in full force and effect during the term of this Agreement.

9.5. Several Obligations; Benefits of this Agreement . The respective obligations of the Lenders and the Issuing

Banks hereunder are several and not joint and no Lender or Issuing Bank shall be the partner or agent of any other (except to the extent to which the Agent is authorized to act as such). The failure of any Lender or any Issuing Bank to perform any of its obligations hereunder shall not relieve any other Lender or any Issuing Bank from any of its obligations hereunder. This Agreement shall not be construed so as to confer any right or benefit upon any Person other than the parties to this Agreement and their respective successors and assigns, provided , however , that the parties hereto expressly agree that each Arranger shall enjoy the benefits of the provisions of Sections 9.6, 9.10 and 10.11 to the extent specifically set forth therein and shall have the right to enforce such provisions on its own behalf and in its own name to the same extent as if it were a party to this Agreement (it being acknowledged that Section 9.6 may be enforced against any Borrower only to the extent of the amounts for which such Borrower is liable under the terms of such Section).

9.6. Expenses; Indemnification .

(i) The Company shall reimburse the Agent and each Arranger for any reasonable costs, internal charges and out-of-pocket expenses (including reasonable attorneys' and paralegals' fees and time charges of attorneys for the Agent, which attorneys may be employees of the Agent, and expenses of and fees for other advisors and professionals engaged by the Agent or such Arranger) paid or incurred by the Agent or such Arranger in connection with the investigation, preparation, negotiation, documentation, execution, delivery, syndication, distribution (including, without limitation, via the internet), review, amendment, modification and administration of the Loan Documents. The Company also agrees to reimburse the Agent, each Arranger, the Issuing Banks and the Lenders for any costs, internal charges and out-of-pocket expenses (including attorneys' and paralegals' fees and time charges and expenses of attorneys and paralegals for the Agent, such Arranger, the Issuing Banks and the Lenders, which attorneys and paralegals may be employees of the Agent, such Arranger, the Issuing Banks or the Lenders) paid or incurred by the Agent, such Arranger, any Issuing Bank or any Lender in connection with the collection of the Obligations and enforcement of the Loan Documents (and each Borrowing Subsidiary likewise agrees to reimburse the Agent, each Arranger, the Issuing Banks and the Lenders for such costs, internal charges and out-of-pocket expenses to the extent they are incurred in the collection of the Obligations of and enforcement of the Loan Documents against such Borrowing Subsidiary).

(ii) Subject to paragraph (iii) below, the Borrowers hereby further agree to indemnify the Agent, each Arranger, each Issuing Bank, each Lender, their respective affiliates, and each of their directors, officers and employees against all losses, claims, damages, penalties, judgments, liabilities and expenses (including, without limitation, all expenses of litigation or preparation therefor whether or not the Agent, any Arranger, any Issuing Bank, any Lender or any affiliate is a party thereto, and all attorneys' and paralegals' fees, time charges and expenses of attorneys and paralegals of the party seeking indemnification, which attorneys and paralegals may or may not be employees of such party seeking indemnification) which any of them may pay or incur arising out of or relating to this Agreement, the other Loan Documents, the transactions contemplated hereby or the direct or

indirect application or proposed application of the proceeds of any Loan hereunder except to the extent that they have resulted, as determined in a final non-appealable judgment by a court of competent jurisdiction, from the gross negligence or willful misconduct of the party seeking indemnification.

(iii) Each amount payable under paragraph (ii) of this Section shall be an obligation of, and shall be discharged by (a) to the extent arising out of acts, events and circumstances related to a particular Borrower, such Borrower and (b) otherwise, all the Borrowers, with each Borrower being severally liable for such Borrower's Contribution Percentage of such amount, provided that in consideration of the availability, on the terms set forth herein, of the entire amount of the Commitments in the form of borrowings by and Letters of Credit issued for the account of the Company, the Company agrees that, if one or more of the Borrowing Subsidiaries shall fail to pay any amount owed by it under clause (b) of this paragraph (iii) after a demand shall have been made by the Person to which such amount is owed, the Company shall promptly pay such amount (the Company hereby irrevocably waiving any defenses that might otherwise be available to it as a guarantor of the obligations of any Borrowing Subsidiary under this Section).

(iv) To the extent that the Borrowers fail to pay any amount required to be paid by them to the Agent, either Arranger, any Issuing Bank or the Swingline Lender under paragraph (i) or (ii) of this Section, each Lender severally agrees to pay to the Agent, such Arranger, such Issuing Bank or the Swingline Lender, as the case may be, such Lender's Pro Rata Share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Agent, such Arranger, such Issuing Bank or the Swingline Lender in its capacity as such.

(v) The obligations of the Borrowers under this Section 9.6 shall survive the termination of this Agreement and, as to each Borrower, the Maturity Date applicable to such Borrower.

9.7. Numbers of Documents . All statements, notices, closing documents, and requests hereunder shall be furnished to the Agent with sufficient counterparts so that the Agent may furnish one to each of the Lenders, to the extent that the Agent deems necessary.

9.8. Accounting . Except as provided to the contrary herein, all accounting terms used in the calculation of any financial covenant or test shall be interpreted and all accounting determinations hereunder in the calculation of any financial covenant or test shall be made in accordance with Agreement Accounting Principles. If any changes in generally accepted accounting principles are hereafter required or permitted and are adopted by any Borrower or any of its Subsidiaries with the agreement of its independent certified public accountants and such changes result in a change in the method of calculation of any of the financial covenants, tests, restrictions or standards herein or in the related definitions or terms used therein ("Accounting

Changes"), the parties hereto agree, at such Borrower's request, to enter into negotiations, in good faith, in order to amend such provisions in a credit neutral manner so as to reflect equitably such changes with the desired result that the criteria for evaluating such Borrower's and its Subsidiaries' financial condition shall be the same after such changes as if such changes had not been made; provided , however , until such provisions are amended in a manner reasonably satisfactory to the Agent and the Required Lenders, no Accounting Change shall be given effect in such calculations. In the event such amendment is entered into, all references in this Agreement to Agreement Accounting Principles shall mean generally accepted accounting principles as of the date of such amendment. Notwithstanding the foregoing, all financial statements to be delivered by such Borrower pursuant to Section 6.1 shall be prepared in accordance with generally accepted accounting principles in effect at such time.

9.9. Severability of Provisions . Any provision in any Loan Document that is held to be inoperative, unenforceable or invalid in any jurisdiction shall, as to that jurisdiction, be inoperative, unenforceable or invalid without affecting the remaining provisions in that jurisdiction or the operation, enforceability or validity of that provision in any other jurisdiction, and to this end the provisions of all Loan Documents are declared to be severable.

9.10. Nonliability . The relationship between the Borrowers individually on the one hand and the Lenders and the Agent on the other hand shall be solely that of borrower and lender. None of the Agent, any Arranger, any Issuing Bank or any Lender shall have any fiduciary responsibilities to the Borrowers. None of the Agent, any Arranger, any Issuing Bank or any Lender undertakes any responsibility to the Borrowers to review or inform the Borrowers of any matter in connection with any phase of the Borrowers' businesses or operations. The Borrowers agree that none of the Agent, any Arranger, any Issuing Bank or any Lender shall have liability to the Borrowers (whether sounding in tort, contract or otherwise) for losses suffered by the Borrowers in connection with, arising out of, or in any way related to, the transactions contemplated and the relationship established by the Loan Documents, or any act, omission or event occurring in connection therewith, unless it is determined in a final non-appealable judgment by a court of competent jurisdiction that such losses resulted from the gross negligence or willful misconduct of the party from which recovery is sought. None of the Borrowers, the Agent, any Arranger, any Issuing Bank or any Lender shall have any liability with respect to, and each of the Agent, each Arranger, each Issuing Bank, each Lender and each Borrower hereby waives, releases and agrees not to sue for, any special, indirect, consequential or punitive damages suffered by it in connection with, arising out of, or in any way related to the Loan Documents or the transactions contemplated thereby.

9.11. Confidentiality . Each Lender and each Issuing Bank agrees to hold any confidential information which it may receive from any Borrower pursuant to this Agreement in confidence, except for disclosure (i) to its Affiliates and to other Borrowers, Lenders or Issuing Banks and their respective Affiliates, for use solely in connection with the transactions contemplated hereby, (ii) to legal counsel, accountants, and other professional advisors to such Lender or Issuing Bank or to a Transferee, in each case which have been informed as to the confidential nature of such information, for use solely in connection with the transactions contemplated hereby, (iii) to regulatory officials having jurisdiction over it or its Affiliates, (iv) to any Person as required by law, regulation, or legal process, (v) to any Person in connection with any legal proceeding to which such Lender or Issuing Bank is a party, (vi) to such Lender's

or Issuing Bank's direct or indirect contractual counterparties in swap agreements or to legal counsel, accountants and other professional advisors to such counterparties, in each case which have been informed as to the confidential nature of such information, (vii) as permitted by Section 12.4 and (viii) to rating agencies if requested or required by such agencies in connection with a rating relating to this Agreement or the Advances hereunder.

9.12. Lenders Not Utilizing Plan Assets . Each Lender and Designated Lender represents and warrants that none of the consideration used by such Lender or Designated Lender to make its Loans constitutes for any purpose of ERISA or Section 4975 of the Code assets of any "plan" as defined in Section 3(3) of ERISA or Section 4975 of the Code and the rights and interests of such Lender or Designated Lender in and under the Loan Documents shall not constitute such "plan assets" under ERISA.

9.13. Nonreliance . Each Lender hereby represents that it is not relying on or looking to any margin stock (as defined in Regulation U) as collateral in the extension or maintenance of the credit provided for herein.

9.14. Disclosure . The Borrowers and each Lender and each Issuing Bank hereby acknowledge and agree that each Lender, each Issuing Bank and their Affiliates from time to time may hold investments in, make other loans to or have other relationships with the Borrowers and their Affiliates.

9.15. USA Patriot Act . Each Lender and each Issuing Bank hereby notifies the Borrowers that pursuant to the requirements of the USA Patriot Act, it is required to obtain, verify and record information that identifies the Borrowers, which information includes the names and addresses of the Borrowers and other information that will allow such Lender to identify the Borrowers in accordance with its requirements. The Borrowers shall promptly following a request by the Agent or any Lender, provide all documentation and other information that the Agent or such Lender reasonably requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations including the USA Patriot Act.

ARTICLE X

THE AGENT

10.1. Appointment; Nature of Relationship . JPMCB is hereby appointed by each of the Lenders and each of the Issuing Banks as its contractual representative (herein referred to as the "Agent") hereunder and under each other Loan Document, and each of the Lenders and the each of the Issuing Banks irrevocably authorizes the Agent to act as the contractual representative of such Lender and such Issuing Bank with the rights and duties expressly set forth herein and in the other Loan Documents. The Agent agrees to act as such contractual representative upon the express conditions contained in this Article X. Notwithstanding the use of the defined term "Agent," it is expressly understood and agreed that the Agent shall not have any fiduciary responsibilities to any Lender or any Issuing Bank by reason of this Agreement or any other Loan Document and that the Agent is merely acting as the contractual representative of the Lenders and the Issuing Banks with only those duties as are expressly set forth in this Agreement

and the other Loan Documents. In its capacity as the Lenders' and the Issuing Banks' contractual representative, the Agent (i) does not hereby assume any fiduciary duties to any of the Lenders or the Issuing Banks, (ii) is a "representative" of the Lenders and the Issuing Banks within the meaning of the term "secured party" as defined in the New York Uniform Commercial Code and (iii) is acting as an independent contractor, the rights and duties of which are limited to those expressly set forth in this Agreement and the other Loan Documents. Each of the Lenders and the Issuing Banks hereby agrees to assert no claim against the Agent on any agency theory or any other theory of liability for breach of fiduciary duty, all of which claims each Lender hereby waives.

10.2. Powers . The Agent shall have and may exercise such powers under the Loan Documents as are specifically delegated to the Agent by the terms of each thereof, together with such powers as are reasonably incidental thereto. The Agent shall have no implied duties or fiduciary duties to the Lenders or the Issuing Banks, or any obligation to the Lenders or the Issuing Banks to take any action thereunder except any action specifically provided by the Loan Documents to be taken by the Agent.

10.3. General Immunity . Neither the Agent nor any of its directors, officers, agents or employees shall be liable to the Borrowers, the Lenders or any Lender or any Issuing Bank for any action taken or omitted to be taken by it or them hereunder or under any other Loan Document or in connection herewith or therewith except to the extent such action or inaction is determined in a final, non-appealable judgment by a court of competent jurisdiction to have arisen from the gross negligence or willful misconduct of such Person.

10.4. No Responsibility for Loans, Recitals, etc . Neither the Agent nor any of its directors, officers, agents or employees shall be responsible for or have any duty to ascertain, inquire into, or verify (a) any statement, warranty or representation made in connection with any Loan Document or any borrowing hereunder; (b) the performance or observance of any of the covenants or agreements of any obligor under any Loan Document, including, without limitation, any agreement by an obligor to furnish information directly to each Lender and each Issuing Bank; (c) the satisfaction of any condition specified in Article IV, except receipt of items required to be delivered solely to the Agent; (d) the existence or possible existence of any Default or Unmatured Default; (e) the validity, enforceability, effectiveness, sufficiency or genuineness of any Loan Document or any other instrument or writing furnished in connection therewith; (f) the value, sufficiency, creation, perfection or priority of any Lien in any collateral security; or (g) the financial condition of the Borrowers or any guarantor of any of the Obligations or of any of the Borrowers' or any such guarantor's respective Subsidiaries. The Agent shall have no duty to disclose to the Lenders or the Issuing Banks information that is not required to be furnished by the Borrowers to the Agent at such time, but is voluntarily furnished by the Borrowers to the Agent (either in its capacity as Agent or in its individual capacity).

10.5. Action on Instructions of Lenders . The Agent shall in all cases be fully protected in acting, or in refraining from acting, hereunder and under any other Loan Document in accordance with written instructions signed by the Required Lenders (or all of the Lenders in the event that and to the extent that this Agreement expressly requires such), and such instructions and any action taken or failure to act pursuant thereto shall be binding on all of the Lenders. The Lenders hereby acknowledge that the Agent shall be under no duty to take any discretionary

action permitted to be taken by it pursuant to the provisions of this Agreement or any other Loan Document unless it shall be requested in writing to do so by the Required Lenders (or all of the Lenders in the event that and to the extent that this Agreement expressly requires such). The Agent shall be fully justified in failing or refusing to take any action hereunder and under any other Loan Document unless it shall first be indemnified to its satisfaction in writing by the Lenders pro rata against any and all liability, cost and expense that it may incur by reason of taking or continuing to take any such action.

10.6. Employment of Agents and Counsel . The Agent may execute any of its duties as Agent hereunder and under any other Loan Document by or through employees, agents, and attorneys-in-fact and shall not be answerable to the Lenders or the Issuing Banks, except as to money or securities received by it or its authorized agents, for the default or misconduct of any such agents or attorneys-in-fact selected by it with reasonable care. The Agent shall be entitled to advice of counsel concerning the contractual arrangement between the Agent and the Lenders and the Issuing Banks and all matters pertaining to the Agent's duties hereunder and under any other Loan Document.

10.7. Reliance on Documents; Counsel . The Agent shall be entitled to rely upon any Note, notice, consent, certificate, affidavit, letter, telegram, statement, paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons, and, in respect to legal matters, upon the opinion of counsel selected by the Agent, which counsel may be employees of the Agent.

10.8. Agent's Reimbursement and Indemnification . The Lenders agree to reimburse and indemnify the Agent ratably in proportion to the their Pro Rata Shares of the Aggregate Commitment (or, if the Aggregate Commitment has been terminated, of the Aggregate Outstanding Credit Exposure) (determined as of the date of any such request by the Agent) (i) for any amounts not reimbursed by the Borrowers for which the Agent is entitled to reimbursement by the Borrowers under the Loan Documents, (ii) to the extent not paid by the Borrowers, for any other expenses incurred by the Agent on behalf of the Lenders or the Issuing Banks, in connection with the preparation, execution, delivery, administration and enforcement of the Loan Documents (including, without limitation, for any expenses incurred by the Agent in connection with any dispute between the Agent and any Lender or between two or more of the Lenders or Issuing Banks) and (iii) to the extent not paid by the Borrowers, for any liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind and nature whatsoever which may be imposed on, incurred by or asserted against the Agent in any way relating to or arising out of the Loan Documents or any other document delivered in connection therewith or the transactions contemplated thereby (including, without limitation, for any such amounts incurred by or asserted against the Agent in connection with any dispute between the Agent and any Lender or between two or more of the Lenders or Issuing Banks), or the enforcement of any of the terms of the Loan Documents or of any such other documents, provided that (i) no Lender shall be liable for any of the foregoing to the extent any of the foregoing is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the Agent, (ii) any indemnification required pursuant to Section 3.5(vii) shall, notwithstanding the provisions of this Section 10.8, be paid by the relevant Lender in accordance with the provisions thereof and (iii) the Agent shall reimburse the Lenders for any amounts the Lenders have paid to the extent

such amounts are subsequently recovered from the Borrowers. The obligations of the Lenders under this Section 10.8 shall survive payment of the Obligations, termination and expiration of the Letters of Credit and termination of this Agreement.

10.9. Notice of Default . The Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Unmatured Default hereunder unless the Agent has received written notice from a Lender or a Borrower referring to this Agreement describing such Default or Unmatured Default and stating that such notice is a "notice of default". In the event that the Agent receives such a notice, the Agent shall give prompt notice thereof to the Company, the Lenders and the Issuing Banks.

10.10. Rights as a Lender . In the event the Agent is a Lender or an Issuing Bank, the Agent shall have the same rights and powers hereunder and under any other Loan Document with respect to its Commitment and its Credit Extensions as any Lender or any Issuing Bank and may exercise the same as though it were not the Agent, and the term "Lender" or "Lenders" or "Issuing Bank" shall, at any time when the Agent is a Lender or an Issuing Bank, unless the context otherwise indicates, include the Agent in its individual capacity. The Agent and its Affiliates may accept deposits from, lend money to, and generally engage in any kind of trust, debt, equity or other transaction, in addition to those contemplated by this Agreement or any other Loan Document, with each Borrower or any of its Subsidiaries in which such Borrower or such Subsidiary is not restricted hereby from engaging with any other Person. The Agent, in its individual capacity, is not obligated to remain a Lender.

10.11. Independent Credit Decision . Each Lender and each Issuing Bank acknowledges that it has, independently and without reliance upon the Agent, any Arranger or any other Lender or any other Issuing Bank and based on the financial statements prepared by the Borrowers and such other documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement and the other Loan Documents. Each Lender and each Issuing Bank also acknowledges that it will, independently and without reliance upon the Agent, any Arranger or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement and the other Loan Documents.

10.12. Successor Agent . The Agent may resign at any time by giving written notice thereof to the Lenders, the Issuing Banks and the Borrowers, such resignation to be effective upon the appointment of a successor Agent or, if no successor Agent has been appointed, forty-five days after the retiring Agent gives notice of its intention to resign. The Agent may be removed at any time with or without cause by written notice received by the Agent from the Required Lenders, such removal to be effective on the date specified by the Required Lenders. Upon any such resignation or removal, the Required Lenders, with the consent of the Borrowers (which consent shall not be unreasonably withheld or delayed; provided that such consent shall not be required in the event and continuation of a Default), shall have the right to appoint, on behalf of the Borrowers and the Lenders, a successor Agent. If no successor Agent shall have been so appointed by the Required Lenders or consented to by the Borrowers within thirty days after the resigning Agent's giving notice of its intention to resign, then the resigning Agent may appoint, on behalf of the Borrowers and the Lenders, a successor Agent. Notwithstanding the previous sentence, the Agent may at any time without the consent of the Borrowers or any

Lender or any Issuing Bank, appoint any of its Affiliates which is a commercial bank as a successor Agent hereunder. If the Agent has resigned or been removed and no successor Agent has been appointed, the Lenders may perform all the duties of the Agent hereunder and the Borrowers shall make all payments in respect of the Obligations to the applicable Lenders and for all other purposes shall deal directly with the Lenders. No successor Agent shall be deemed to be appointed hereunder until such successor Agent has accepted the appointment. Any such successor Agent shall be a commercial bank having capital and retained earnings of at least $100,000,000. Upon the acceptance of any appointment as Agent hereunder by a successor Agent, such successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the resigning or removed Agent. Upon the effectiveness of the resignation or removal of the Agent, the resigning or removed Agent shall be discharged from its duties and obligations hereunder and under the Loan Documents. After the effectiveness of the resignation or removal of an Agent, the provisions of this Article X shall continue in effect for the benefit of such Agent in respect of any actions taken or omitted to be taken by it while it was acting as the Agent hereunder and under the other Loan Documents. In the event that there is a successor to the Agent by merger, or the Agent assigns its duties and obligations to an Affiliate pursuant to this Section 10.12, then the term "Prime Rate" as used in this Agreement shall mean the prime rate, base rate or other analogous rate of the new Agent.

10.13. Agent and Arranger Fees . The Company agrees to pay to the Agent and each Arranger, for their respective accounts, the agent and arranger fees agreed to by the Borrowers, the Agent and the Arrangers pursuant to the letter agreements dated June 13, 2005, or as otherwise agreed from time to time.

10.14. Delegation to Affiliates . The Borrowers, the Lenders and the Issuing Banks agree that the Agent may delegate any of its duties under this Agreement to any of its Affiliates. Any such Affiliate (and such Affiliate's directors, officers, agents and employees) which performs duties in connection with this Agreement shall be entitled to the same benefits of the indemnification, waiver and other protective provisions to which the Agent is entitled under Articles IX and X.

10.15. Syndication Agent and Documentation Agents . The Lender identified in this Agreement as the "Syndication Agent" and the Lenders identified in this Agreement as the "Documentation Agents" shall have no right, power, obligation, liability, responsibility or duty under this Agreement other than those applicable to all Lenders as such. Without limiting the foregoing, such Lenders shall not have or be deemed to have a fiduciary relationship with any other Lender. Each Lender hereby makes the same acknowledgements with respect to such Lenders as it makes with respect to the Agent in Section 10.11.

ARTICLE XI

SETOFF; RATABLE PAYMENTS

11.1. Setoff . In addition to, and without limitation of, any rights of the Lenders under applicable law, if a Borrower becomes insolvent, however evidenced, or any Default occurs with respect to a Borrower, any and all deposits (including all account balances, whether provisional or final and whether or not collected or available) and any other Indebtedness at any time held or

owing by any Lender (including the Swingline Lender) or any Affiliate of any Lender or any Issuing Bank to or for the credit or account of such Borrower may be offset and applied toward the payment of the Obligations owing by such Borrower to such Lender or such Issuing Bank, whether or not the Obligations, or any part thereof, shall then be due.

11.2. Ratable Payments . If any Lender, whether by setoff or otherwise, has payment made to it upon its Revolving Credit Exposure (other than payments received pursuant to Section 3.1, 3.2, 3.4 or 3.5) in a greater proportion than that received by any other Lender, such Lender agrees, promptly upon demand, to purchase a participation in the Aggregate Revolving Credit Exposure held by the other Lenders so that after such purchase each Lender will hold its Pro Rata Share of the Aggregate Revolving Credit Exposure. If any Lender, whether in connection with setoff or amounts which might be subject to setoff or otherwise, receives collateral or other protection for its Obligations or such amounts which may be subject to setoff, such Lender agrees, promptly upon demand, to take such action necessary such that all Lenders share in the benefits of such collateral ratably in proportion to their respective Pro Rata Shares of the Aggregate Revolving Credit Exposure. In case any such payment is disturbed by legal process, or otherwise, appropriate further adjustments shall be made.

ARTICLE XII

BENEFIT OF AGREEMENT; ASSIGNMENTS; PARTICIPATIONS

12.1. Successors and Assigns; Designated Lenders .

12.1.1 Successors and Assigns . The terms and provisions of the Loan Documents shall be binding upon and inure to the benefit of the Borrowers, the Agent, the Issuing Banks and the Lenders and their respective successors and assigns permitted hereby, except that (i) the Borrowers shall not have the right to assign their rights or obligations under the Loan Documents without the prior written consent of the Agent, each Lender and each Issuing Bank, (ii) any assignment by any Lender must be made in compliance with Section 12.3, and (iii) any transfer by Participants must be made in compliance with Section 12.2. Any attempted assignment or transfer by any party not made in compliance with this Section 12.1 shall be null and void, unless such attempted assignment or transfer is treated as a participation in accordance with Section 12.3.2. The parties to this Agreement acknowledge that clause (ii) of this Section 12.1 relates only to absolute assignments and this Section 12.1 does not prohibit assignments creating security interests, including, without limitation, (x) any pledge or assignment by any Lender of all or any portion of its rights under this Agreement and any Note to a Federal Reserve Bank, (y) in the case of a Lender which is a Fund, any pledge or assignment of all or any portion of its rights under this Agreement and any Note to its trustee in support of its obligations to its trustee or (z) any pledge or assignment by any Lender of all or any portion of its rights under this Agreement and any Note to direct or indirect contractual counterparties in swap agreements relating to the Loans; provided , however , that no such pledge or assignment creating a security interest shall release the transferor Lender from its

obligations hereunder unless and until the parties thereto have complied with the provisions of Section 12.3. The Agent may treat the Person which made any Loan or which holds any Note as the owner thereof for all purposes hereof unless and until such Person complies with Section 12.3; provided , however , that the Agent may in its discretion (but shall not be required to) follow instructions from the Person which made any Loan or which holds any Note to direct payments relating to such Loan or Note to another Person. Any assignee of the rights to any Loan or any Note agrees by acceptance of such assignment to be bound by all the terms and provisions of the Loan Documents. Any request, authority or consent of any Person, who at the time of making such request or giving such authority or consent is the owner of the rights to any Loan (whether or not a Note has been issued in evidence thereof), shall be conclusive and binding on any subsequent holder or assignee of the rights to such Loan.

12.1.2 Designated Lenders .

(i) Subject to the terms and conditions set forth in this Section 12.1.2, any Lender may from time to time elect to designate an Eligible Designee to provide all or any part of the Loans to be made by such Lender pursuant to this Agreement; provided that the designation of an Eligible Designee by any Lender for purposes of this Section 12.1.2 shall be subject to the approval of the Agent (which consent shall not be unreasonably withheld or delayed). Upon the execution by the parties to each such designation of an agreement in the form of Exhibit F hereto (a "Designation Agreement") and the acceptance thereof by the Agent, the Eligible Designee shall become a Designated Lender for purposes of this Agreement. The Designating Lender shall thereafter have the right to permit the Designated Lender to provide all or a portion of the Loans to be made by the Designating Lender pursuant to the terms of this Agreement and the making of such Loans or portion thereof shall satisfy the obligations of the Designating Lender to the same extent, and as if, such Loan was made by the Designating Lender. As to any Loan made by it, each Designated Lender shall have all the rights a Lender making such Loan would have under this Agreement and otherwise; provided , (x) that all voting rights under this Agreement shall be exercised solely by the Designating Lender, (y) each Designating Lender shall remain solely responsible to the other parties hereto for its obligations under this Agreement, including the obligations of a Lender in respect of Loans made by its Designated Lender and (z) no Designated Lender shall be entitled to reimbursement under Article III hereof for any amount which would exceed the amount that would have been payable by the Borrowers to the Lender from which the Designated Lender obtained any interests hereunder. No additional Notes shall be required with respect to Loans provided by a Designated Lender; provided , however , to the extent any Designated Lender shall advance funds, the Designating Lender shall be deemed to hold the Notes in its possession as an agent for such Designated Lender to the extent of the Loan funded by such Designated Lender. Such Designating Lender shall act as administrative agent for its Designated Lender and give and receive notices and communications hereunder. Any payments for the account of any Designated

Lender shall be paid to its Designating Lender as administrative agent for such Designated Lender and neither the Borrowers nor the Agent shall be responsible for any Designating Lender's application of such payments. In addition, any Designated Lender may (1) with notice to, but without the consent of, the Borrowers or the Agent, assign all or portions of its interests in any Loans to its Designating Lender or to any financial institution consented to by the Agent providing liquidity and/or credit facilities to or for the account of such Designated Lender and (2) subject to advising any such Person that such information is to be treated as confidential in accordance with Section 9.11, disclose on a confidential basis any non-public information relating to its Loans to any rating agency, commercial paper dealer or provider of any guarantee, surety or credit or liquidity enhancement to such Designated Lender.

(ii) Each party to this Agreement hereby agrees that it shall not institute against, or join any other Person in instituting against, any Designated Lender any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding or other proceedings under any federal or state bankruptcy or similar law for one year and a day after the payment in full of all outstanding senior indebtedness of any Designated Lender. This Section 12.1.2 shall survive the termination of this Agreement.

12.2. Participations .

12.2.1 Permitted Participants; Effect . Any Lender may at any time sell to one or more banks or other entities ("Participants") participating interests in any Outstanding Credit Exposure of such Lender, any Note held by such Lender, any Commitment of such Lender or any other interest of such Lender under the Loan Documents. In the event of any such sale by a Lender of participating interests to a Participant, such Lender's obligations under the Loan Documents shall remain unchanged, such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, such Lender shall remain the owner of its Outstanding Credit Exposure and the holder of any Note issued to it in evidence thereof for all purposes under the Loan Documents, all amounts payable by the Borrowers under this Agreement shall be determined as if such Lender had not sold such participating interests, and the Borrowers and the Agent shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under the Loan Documents.

12.2.2 Voting Rights . Each Lender shall retain the sole right to approve, without the consent of any Participant, any amendment, modification or waiver of any provision of the Loan Documents other than any amendment, modification or waiver with respect to any Credit Extension or Commitment in which such Participant has an interest which would require consent of all of the Lenders pursuant to the terms of Section 8.2.

12.2.3 Benefit of Certain Provisions . The Borrowers agree that each Participant shall be deemed to have the right of setoff provided in Section 11.1 in respect of its participating interest in amounts owing under the Loan Documents to the same extent as if the amount of its participating interest were owing directly to it as a Lender under the Loan Documents, provided that each Lender shall retain the right of setoff provided in Section 11.1 with respect to the amount of participating interests sold to each Participant. The Lenders agree to share with each Participant, and each Participant, by exercising the right of setoff provided in Section 11.1, agrees to share with each Lender, any amount received pursuant to the exercise of its right of setoff, such amounts to be shared in accordance with Section 11.2 as if each Participant were a Lender. The Borrowers further agree that each Participant shall be entitled to the benefits of Sections 3.1, 3.2, 3.4 and 3.5 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 12.3, provided that (i) a Participant shall not be entitled to receive any greater payment under Section 3.1, 3.2 or 3.5 than the Lender who sold the participating interest to such Participant would have received had it retained such interest for its own account, unless the sale of such interest to such Participant is made with the prior written consent of the Borrowers, and (ii) any Participant not incorporated under the laws of the United States of America or any State thereof agrees to comply with the provisions of Section 3.5 to the same extent as if it were a Lender.

12.3. Assignments .

12.3.1 Permitted Assignments . Any Lender may at any time assign to one or more banks or other entities ("Purchasers") all or any part of its rights and obligations under the Loan Documents. Such assignment shall be evidenced by an agreement substantially in the form of Exhibit C or in such other form as may be agreed to by the parties thereto (each such agreement, an "Assignment Agreement"). Each such assignment with respect to a Purchaser which is not a Lender or an Affiliate of a Lender or an Approved Fund shall either be in an amount equal to the entire applicable Commitment and Outstanding Credit Exposure of the assigning Lender or (unless each of the Borrowers and the Agent otherwise consents) be in an aggregate amount not less than $5,000,000. The amount of the assignment shall be based on the Commitment or, if the Commitments have been terminated, the Outstanding Credit Exposure subject to the assignment, determined as of the date of such assignment or as of the "Trade Date," if the "Trade Date" is specified in the Assignment Agreement. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement, except that this sentence shall not apply to rights in respect of outstanding Competitive Loans.

12.3.2 Consents . The consent of the Borrowers shall be required prior to an assignment becoming effective unless the Purchaser is a Lender, an Affiliate of a Lender or an Approved Fund, provided that the consent of the

Borrowers shall not be required if (i) a Default has occurred and is continuing or (ii) such assignment is in connection with the physical settlement of any Lender's obligations to direct or indirect contractual counterparties in swap agreements relating to the Loans; provided , that the assignment without the Borrowers' consent pursuant to clause (ii) shall not increase the Borrowers' liability under Section 3.5. The consent of the Agent and each Issuing Bank shall be required prior to an assignment becoming effective. Any consent required under this Section 12.3.2 shall not be unreasonably withheld or delayed (except that any Issuing Bank may withhold such consent in its sole discretion).

12.3.3 Effect; Effective Date . Upon (i) delivery to the Agent of an Assignment Agreement, together with any consents required by Sections 12.3.1 and 12.3.2, and (ii) payment of a $3,500 fee to the Agent for processing such assignment (unless such fee is waived by the Agent), such assignment shall become effective on the effective date specified in such assignment. The Assignment Agreement shall contain a representation and warranty by the Purchaser to the effect that none of the funds, money, assets or other consideration used to make the purchase and assumption of the Commitment and Outstanding Credit Exposure under the applicable Assignment Agreement constitutes "plan assets" as defined under ERISA and that the rights, benefits and interests of the Purchaser in and under the Loan Documents will not be "plan assets" under ERISA. On and after the effective date of such assignment, such Purchaser shall for all purposes be a Lender party to this Agreement and any other Loan Document executed by or on behalf of the Lenders and shall have all the rights, benefits and obligations of a Lender under the Loan Documents, to the same extent as if it were an original party thereto, and the transferor Lender shall be released with respect to the Commitment and Outstanding Credit Exposure, if any, assigned to such Purchaser without any further consent or action by the Borrowers, the Lenders or the Agent. In the case of an assignment covering all of the assigning Lender's rights, benefits and obligations under this Agreement, such Lender shall cease to be a Lender hereunder but shall continue to be entitled to the benefits of, and subject to, those provisions of this Agreement and the other Loan Documents which survive payment of the Obligations and termination of the Loan Documents. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 12.3 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 12.2. Upon the consummation of any assignment to a Purchaser pursuant to this Section 12.3.3, the transferor Lender, the Agent and the Borrowers shall, if the transferor Lender or the Purchaser desires that its Loans be evidenced by Notes, make appropriate arrangements so that, upon cancellation and surrender to the Borrowers of the Notes (if any) held by the transferor Lender, new Notes or, as appropriate, replacement Notes are issued to such transferor Lender, if applicable, and new Notes or, as appropriate, replacement Notes, are issued to such Purchaser, in each case in principal amounts reflecting their

respective Commitments (or, if such Commitments have been terminated, their respective Outstanding Credit Exposure), as adjusted pursuant to such assignment.

12.3.4 Register . The Agent, acting solely for this purpose as an agent of the Borrowers (and the Borrowers hereby designate the Agent to act in such capacity), shall maintain at one of its offices in New York, New York a copy of each Assignment and Assumption delivered to it and a register (the "Register") for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts of and interest on the Loans owing to, each Lender pursuant to the terms hereof from time to time and whether such Lender is an original Lender or assignee of another Lender pursuant to an assignment under this Section 13.3. The entries in the Register shall be conclusive, absent manifest error and the Borrowers, the Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrowers and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

12.4. Dissemination of Information . The Borrowers authorize each Lender to disclose to any Participant or Purchaser or any other Person acquiring an interest in the Loan Documents by operation of law (each a "Transferee") and any prospective Transferee any and all information in such Lender's possession concerning the creditworthiness of the Borrowers and their Subsidiaries; provided that each Transferee and prospective Transferee agrees to be bound by Section 9.11 of this Agreement.

12.5. Tax Certifications . If any interest in any Loan Document is transferred to any Transferee which is not incorporated under the laws of the United States or any State thereof, the transferor Lender shall cause such Transferee, concurrently with the effectiveness of such transfer, to comply with the provisions of Section 3.5(iv).

ARTICLE XIII

NOTICES

13.1. Notices .

(a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy, as follows:

(ii) if to any Borrower, to it in care of Ameren Corporation, 1901 Chouteau Avenue, St. Louis, MO 63103, Attention of Jerre E. Birdsong, Vice President and Treasurer (Telecopy No. (314) 554-3066);

(iii) if to the Agent, to JPMorgan Chase Bank, N.A., Loan and Agency Services Group, 1111 Fannin, 10 th Floor, Houston, TX 77002, Attention: Sylvia Gutierrez (Telecopy No. (713) 427-6307), with a copy to JPMorgan Chase Bank, N.A., 270 Park Avenue, New York, NY 10017, Attention of Michael J. DeForge (Telecopy No. (212) 270-3098);

(iv) if to any other Lender or Issuing Bank, to it at its address (or telecopy number) set forth in its Administrative Questionnaire.

(a) Notices and other communications to the Lenders and the Issuing Banks hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Agent; provided that the foregoing shall not apply to notices pursuant to Article II unless otherwise agreed by the Agent and the applicable Lender. The Agent or any Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

(b) Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

13.2. Change of Address . Any Borrower, the Agent, any Issuing Bank and any Lender may each change the address for service of notice upon it by a notice in writing to the other parties hereto.

ARTICLE XIV

COUNTERPARTS

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. This Agreement shall be effective when it has been executed by the Borrowers, the Agent, the Issuing Banks and the Lenders and each party has notified the Agent by facsimile transmission or telephone that it has taken such action.

ARTICLE XV

CHOICE OF LAW; CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL

15.1 CHOICE OF LAW . THE LOAN DOCUMENTS (OTHER THAN THOSE CONTAINING A CONTRARY EXPRESS CHOICE OF LAW PROVISION) SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

15.2 CONSENT TO JURISDICTION . EACH BORROWER HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY UNITED STATES FEDERAL OR NEW YORK STATE COURT SITTING IN NEW

YORK, NEW YORK, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENTS AND EACH BORROWER HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE AGENT OR ANY LENDER TO BRING PROCEEDINGS AGAINST ANY BORROWER IN THE COURTS OF ANY OTHER JURISDICTION. ANY JUDICIAL PROCEEDING BY ANY BORROWER AGAINST THE AGENT OR ANY LENDER OR ANY AFFILIATE OF THE AGENT OR ANY LENDER INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH ANY LOAN DOCUMENT SHALL BE BROUGHT ONLY IN A COURT IN NEW YORK, NEW YORK.

15.3 WAIVER OF JURY TRIAL . EACH BORROWER, THE AGENT, EACH ISSUING BANK AND EACH LENDER HEREBY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH ANY LOAN DOCUMENT OR THE RELATIONSHIP ESTABLISHED THEREUNDER.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Borrowers, the Lenders and the Agent have executed this Agreement as of the date first above written.

AMEREN CORPORATION,

by
/s/ Jerre E. Birdsong
Name: Jerre E. Birdsong
Title: Vice President and Treasurer

UNION ELECTRIC COMPANY ,

by
/s/ Jerre E. Birdsong
Name: Jerre E. Birdsong
Title: Vice President and Treasurer

CENTRAL ILLINOIS PUBLIC SERVICE COMPANY ,

by
/s/ Jerre E. Birdsong
Name: Jerre E. Birdsong
Title: Vice President and Treasurer

CENTRAL ILLINOIS LIGHT COMPANY ,

by
/s/ Jerre E. Birdsong
Name: Jerre E. Birdsong
Title: Vice President and Treasurer

AMEREN ENERGY GENERATING COMPANY ,

by
/s/ Jerre E. Birdsong
Name: Jerre E. Birdsong
Title: Vice President and Treasurer

ILLINOIS POWER COMPANY ,

by
/s/ Jerre E. Birdsong
Name: Jerre E. Birdsong
Title: Vice President and Treasurer

JPMORGAN CHASE BANK, N.A., as
Agent, as a Lender and as an Issuing Bank,

by
/ s/ Michael J. DeForge
Name: Michael J. DeForge
Title: Vice President

BARCLAYS BANK PLC, as Syndication
Agent, as a Lender and as an Issuing Bank,

by
/s/ David Barton
Name: David Barton
Title: Associate Director

LENDER: The Bank of New York
by
/s/ Raymond J. Palmer
Name: Raymond J. Palmer
Title: Vice President

LENDER: The Bank of Tokyo - Mitsubishi UFJ, Ltd.
Chicago Branch
by
/s/ Tsuguyuki Umene
Name: Tsuguyuki Umene
Title: Deputy General Manager

LENDER: BNP Paribas
by
/s/ Mark A. Renaud
Name: Mark A. Renaud
Title: Managing Director

by
/s/ Dan Cozine
Name: Dan Cozine
Title: Managing Director

LENDER: CITIBANK N.A.
by
/s/ Dhaya Ranganathan
Name Dhaya Ranganathan
Title: Director

LENDER: COMMERCE BANK, N.A.
by
/s/ Douglas P. Best
Name: Douglas P. Best
Title: Vice President

LENDER: HSBC Bank USA, National Association
by
/s/ Jennifer Diedzic
Name: Jennifer Diedzic
Title: Assistant Vice President

LENDER: Fifth Third Bank, a Michigan Banking Corp.
by
/s/ Robert M. Sander
Name: Robert M. Sander
Title: Vice President

LENDER: LEHMAN BROTHERS BANK, FSB

by

/s/ Gary Taylor

Name: Gary Taylor

Title: Senior Vice President

LENDER: MELLON BANK, N.A.

by

/s/ Mark W. Rogers

Name: Mark W. Rogers

Title: Vice President

LENDER: National City Bank of the Midwest

by

/s/ Eric Hartman

Name: Eric Hartman

Title: Vice President

LENDER: The Northern Trust Company

by

/s/ Peter J. Hallan

Name: Peter J. Hallan

Title: Vice President

LENDER: UBS Loan Finance LLC

by

/s/ Richard L. Tavrow

Name: Richard L. Tavrow

Title: Director
Banking Products
Services, US

by

/s/ Christopher M. Aitkin

Name: Christopher M. Aitkin

Title: Associate Director
Banking Products
Services, US

LENDER: UMB Bank, N.A.

by

/s/ Cecil G. Wood

Name: Cecil G. Wood

Title: Executive Vice President

LENDER: U.S. Bank National Association

by

/s/ Karen Meyer

Name: Karen Meyer

Title: Vice President

LENDER: Wachovia Bank, National Association

by

/s/ Shawn Young

Name: Shawn Young

Title: Vice President

LENDER: WILLIAM STREET COMMITMENT CORPORATION (Recourse only to assets of William Street Commitment Corporation)

by

/s/ Mark Walton

Name: Mark Walton

Title: Assistant Vice President

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* For Lenders requiring an additional signature.

COMMITMENT SCHEDULE TO
FIVE-YEAR REVOLVING CREDIT AGREEMENT

Lender	**Commitment**
JPMorgan Chase Bank, N.A.	$ 100,000,000.00
Barclays Bank PLC	100,000,000.00
Lehman Brothers Bank, FSB	100,000,000.00
Citibank, N.A.	82,500,000.00
The Bank of New York	82,500,000.00
BNP Paribas	82,500,000.00
The Bank of Tokyo-Mitsubishi, Ltd., Chicago Branch	73,000,000.00
UBS Loan Finance LLC	73,000,000.00
US Bank	73,000,000.00
Wachovia Bank, N.A.	73,000,000.00
William Street Commitment Corporation	73,000,000.00
HSBC Bank USA, National Association	65,000,000.00
Fifth Third Bank	40,000,000.00
Mellon Bank, N.A.	40,000,000.00
The Northern Trust Company	36,000,000.00
Commerce Bank, N.A.	20,000,000.00
National City Bank of the Midwest	20,000,000.00
UMB Bank, N.A.	16,500,000.00
Aggregate Commitment	**$1,150,000,000.00**

LC COMMITMENT SCHEDULE TO

FIVE-YEAR REVOLVING CREDIT AGREEMENT

Issuing Bank	**LC Commitment**
JPMorgan Chase Bank, N.A.	$ 575,000,000.00
Barclays Bank PLC	575,000,000.00

PRICING SCHEDULE

Applicable Margin or Fee	***Level I Status***	***Level II Status***	***Level III Status***	***Level IV Status***	***Level V Status***	***Level VI Status***
LIBOR Spread/LC Participation Fee (when Usage ≤ 50.0%)	*0.180%*	*0.220%*	*0.350%*	*0.425%*	*0.500%*	*0.800%*
ABR Spread (when Usage ≤ 50.0%)	*0.000%*	*0.000%*	*0.000%*	*0.000%*	*0.000%*	*0.000%*
LIBOR Spread/LC Participation Fee (when Usage > 50.0%)	*0.280%*	*0.320%*	*0.450%*	*0.525%*	*0.600%*	*1.050%*
ABR Spread (when Usage > 50.0%)	*0.000%*	*0.000%*	*0.000%*	*0.000%*	*0.000%*	*0.050%*
Facility Fee	*0.070%*	*0.080%*	*0.100%*	*0.125%*	*0.150%*	*0.200%*

"Level I Status" exists at any date if, on such date, the applicable Borrower's Moody's Rating is A2 or better or the applicable Borrower's S&P Rating is A or better.

"Level II Status" exists at any date if, on such date, (i) the applicable Borrower has not qualified for Level I Status and (ii) the applicable Borrower's Moody's Rating is A3 or better or the applicable Borrower's S&P Rating is A- or better.

"Level III Status" exists at any date if, on such date, (i) the applicable Borrower has not qualified for Level I Status or Level II Status and (ii) the applicable Borrower's Moody's Rating is Baa1 or better or the applicable Borrower's S&P Rating is BBB+ or better.

"Level IV Status" exists at any date if, on such date, (i) the applicable Borrower has not qualified for Level I Status, Level II Status or Level III Status and (ii) the applicable Borrower's Moody's Rating is Baa2 or better or the applicable Borrower's S&P Rating is BBB or better.

"Level V Status" exists at any date if, on such date, (i) the applicable Borrower has not qualified for Level I Status, Level II Status, Level III Status or Level IV Status and (ii) the applicable Borrower's Moody's Rating is Baa3 or better or the applicable Borrower's S&P Rating is BBB- or better.

"Level VI Status" exists at any date if, on such date, the applicable Borrower has not qualified for Level I Status, Level II Status, Level III Status, Level IV Status, or Level V Status.

"Moody's Rating" means, at any time, one of the following three ratings (in the order in which they are to be referenced based on availablity): (i) the public rating issued by Moody's Investors Service, Inc. ("Moody's") and then in effect with respect to the applicable Borrower's senior unsecured long-term debt securities without third-party credit enhancement, (ii) the public rating issued by Moody's and then in effect with respect to the applicable Borrower's Obligations under this Agreement without third-party credit enhancement or (iii) the rating one level below the rating issued by Moody's and then in effect with respect to the applicable Borrower's senior secured long-term debt or first mortgage bond obligations (in each case, without third-party credit enhancement).

"S&P Rating" means, at any time, one of the following three ratings (in the order in which they are to be referenced based on availability): (i) the public rating issued by Standard and Poor's Rating Services ("S&P") and then in effect with respect to the applicable Borrower's senior unsecured long-term debt securities without third-party credit enhancement, (ii) the public rating issued by S&P and then in effect with respect to the applicable Borrower's Obligations under this Agreement without third-party credit enhancement or (iii) the rating one level below the rating issued by S&P and then in effect with respect to the applicable Borrower's senior secured long-term debt or first mortgage bond obligations (in each case, without third-party credit enhancement).

"Status" means Level I Status, Level II Status, Level III Status, Level IV Status, Level V Status or Level IV Status.

"Usage" refers to the Aggregate Outstanding Credit Exposure on any date expressed as a percentage of the Aggregate Commitment on such date.

The Applicable Margin shall be determined in accordance with the foregoing table based on the applicable Borrower's Status as determined from its then-current Moody's Rating and S&P Rating. The Applicable Fee Rate shall be determined (a) with respect to Facility Fees, in accordance with the foregoing table based on the Company's Status as determined from its then-current Moody's Rating and S&P Rating and (b) with respect to LC Participation Fees, in accordance with the foregoing table based on the applicable Borrower's Status as determined from its then-current Moody's Rating and S&P Rating. The credit rating in effect on any date for the purposes of this Schedule is that in effect at the close of business on such date. If at any time any Borrower has no Moody's Rating or no S&P Rating, Level VI Status shall exist with respect to such Borrower.

If the Company or the applicable Borrower is split-rated and the ratings differential is one level, then each rating agency will be deemed to have a rating in the higher level. If the Company or the applicable Borrower is split-rated and the ratings differential is two levels or more, then each rating agency will be deemed to have a rating one level above the lower rating, unless either rating is below BB+ or unrated (in the case of S&P) or below Ba1 or unrated (in the case of Moody's), in which case each rating agency will be deemed to have a rating in the lower level.

SCHEDULE 1

SUBSIDIARIES
(See Section 5.8)

	Subsidiary	Jurisdiction of Organization	Owned By	Percent Ownership
1.	Union Electric Company	Missouri	Ameren Corporation	100%
2.	Central Illinois Public Service Company	Illinois	Ameren Corporation	100%
3.	CIPSCO Investment Company	Illinois	Ameren Corporation	100%
4.	Ameren Energy, Inc.	Missouri	Ameren Corporation	100%
5.	Ameren Services Company	Missouri	Ameren Corporation	100%
6.	Ameren Illinois Transmission Company	Illinois	Ameren Corporation	100%
7.	Energy Risk Assurance Company	Vermont	Ameren Corporation	100%
8.	Ameren Community Development Company, LLC	Missouri	Union Electric Company	100%
9.	Ameren Development Company	Missouri	Ameren Corporation	100%
10.	Ameren Energy Resources Company	Illinois	Ameren Corporation	100%
11.	AmerenEnergy Medina Valley Cogen (No. 4) L.L.C.	Illinois	Ameren Energy Development Company	100%
12.	AmerenEnergy Medina Valley Cogen (No. 2), L.L.C.	Illinois	AmerenEnergy Medina Valley Cogen (No. 4) L.L.C.	100%
13.	AmerenEnergy Medina Operations, L.L.C.	Illinois	AmerenEnergy Medina Valley Cogen (No. 4) L.L.C.	100%
14.	AmerenEnergy Medina Valley Cogen, L.L.C.	Illinois	AmerenEnergy Medina Valley Cogen (No. 2) L.L.C.	100%

15.	Electric Energy, Inc.	Illinois	Union Electric Company Ameren Energy Development Company	40% 40%
	a. Joppa & Eastern Railroad Company	Illinois	Electric Energy, Inc.	100%
	b. Met-South, Inc.	Illinois	Electric Energy, Inc.	100%
	c. Midwest Electric Power, Inc.	Illinois	Electric Energy, Inc.	100%
	d. Joppa Generating Station LLC	Illinois	Electric Energy, Inc.	100%
	e. Massac Enterprises, LLC	Illinois	Electric Energy, Inc.	100%
16.	Union Electric Development Corporation	Missouri	Union Electric Company	100%
17.	Illinois Materials Supply Co.	Illinois	Ameren Energy Development Company	100%
18.	Ameren Energy Marketing Company	Illinois	Ameren Energy Development Company	100%
19.	Ameren Energy Development Company	Illinois	Ameren Energy Resources Company	100%
20.	Ameren Energy Generating Company	Illinois	Ameren Energy Development Company	100%
21.	Coffeen and Western Railroad Company	Illinois	Ameren Energy Generating Company	100%
22.	Ameren Energy Fuels and Services Company	Illinois	Ameren Energy Development Company	100%
23.	Ameren Energy Communications, Inc.	Missouri	Ameren Development Company	100%
24.	Ameren ERC, Inc.	Missouri	Ameren Development Company	100%
25.	Missouri Central Railroad Company	Delaware	Ameren ERC, Inc.	100%
26.	Gateway Energy Systems, L.C.	Missouri	Ameren ERC, Inc.	89.1%

27.	Gateway Energy WGK Project, L.L.C.	Illinois	Gateway Energy Systems, L.C.	89.1%
28.	CIPS Energy, Inc.	Illinois	Central Illinois Public Service Company	100%
29.	CIPSCO Venture Company	Illinois	CIPSCO Investment Company	100%
30.	CIPSCO Securities Company	Illinois	CIPSCO Investment Company	100%
31.	CIPSCO Leasing Company	Illinois	CIPSCO Investment Company	100%
32.	CIPSCO Energy Company	Illinois	CIPSCO Investment Company	100%
33.	CLC Aircraft Leasing Co.	Illinois	CIPSCO Leasing Company	100%
34.	CLC Leasing Co. A	Illinois	CIPSCO Leasing Company	100%
35.	CEC-ACLP-Co.	Illinois	CIPSCO Energy Company	100%
36.	Cowboy Railroad Development Company	Arkansas	Ameren Energy Fuels and Services Company	70.97%
37.	AFS Development Company, LLC	Illinois	Ameren Energy Fuels and Services Company	100%
38.	Central Illinois Light Company	Illinois	CILCORP Inc.	100%
39.	CILCO Exploration and Development Co.	Illinois	Central Illinois Light Company	100%
40.	CILCO Energy Corporation	Illinois	Central Illinois Light Company	100%
41.	CIM Energy Investment Inc.	Illinois	CILCORP Inc.	100%
42	CILCORP Lease Management LLC	Delaware	Ameren Energy Resources Company	100%
43.	CLM LLC - VIII	Delaware	Ameren Energy Resources Company	100%
44.	CLM LLC - VII	Delaware	Ameren Energy Resources Company	100%
45.	QST Enterprises Inc.	Illinois	CILCORP Inc.	100%
46.	QST Energy Inc.	Illinois	QST Enterprises Inc.	100%

47.	QST Energy Trading Inc.	Illinois	QST Energy Inc.	100%
48.	CILCORP Infraservices Inc.	Illinois	QST Enterprises Inc.	100%
49.	QST Inc.	Illinois	QST Enterprises Inc.	100%
50	ESE Land Corporation	Illinois	QST Enterprises Inc.	100%
51.	Savannah Resources Corp.	California	ESE Land Corporation	100%
52.	ESE Placentia Development Corporation	Illinois	ESE Land Corporation	100%
53.	CILCORP Venture Inc.	Illinois	CILCORP Inc.	100%
54.	CILCORP Energy Services Inc.	Illinois	CILCORP Venture Inc.	100%
55.	Agricultural Research & Development Corp.	Illinois	CILCORP Venture Inc.	80%
56.	Illinois Power Company	Illinois	Ameren Corporation	100%
57.	IP Gas Supply Company	Illinois	Illinois Power Company	100%
58.	Illinois Power Transmission Company, LLC	Delaware	Illinois Power Company	100%
59.	Illinois Power Securitization Limited Liability Company	Delaware	Illinois Power Company	100%
60.	Illinois Power Special Purpose Trust	Delaware	Illinois Power Securitization Limited Liability Company	100%
61.	Illinois Power Financing I	Delaware	Illinois Power Company	100%
62.	Illinois Power Financing II	Delaware	Illinois Power Company	100%

SCHEDULE 2

LIENS
(see Section 6.13.5)

None

SCHEDULE 3

RESTRICTIVE AGREEMENTS
(see Section 6.16)

Following are the agreements or other arrangements existing as of the effective date of the Amended and Restated Five-Year Revolving Credit Agreement dated as of July 14, 2006, (the "Agreement"), among the Company, the Borrowing Subsidiaries, the lending institutions identified therein as Lenders and JPMorgan Chase Bank, as Administrative Agent and provisions, that prohibit, restrict or impose any condition upon the ability of the Company or any Subsidiary (other than a Project Finance Subsidiary) (i) to pay dividends or make any other distribution on its common stock, (ii) to pay any Indebtedness or other obligation owed to such Borrower or any other Subsidiary of such Borrower, or (iii) to make loans or advances or other Investments in such Borrower or any other Subsidiary of such Borrower. The following list does not include restrictions and conditions imposed by law or by the above-referenced Agreement. Terms defined in the above-referenced Agreement are used herein with the same meanings.

Union Electric

Union Electric Subordinated Deferrable Interest Debentures 7.69% Series A due 2036: Dividend Restriction. If Union Electric exercises its right to extend the interest payment period on the debentures, Union Electric may not, during any such extension period, declare or pay any dividend on, or redeem, purchase, acquire or make a liquidation payment with respect to, any of its capital stock or make any guarantee payments with respect to the foregoing.

CIPS

CIPS Restated Articles of Incorporation: Dividend Restriction. So long as any shares of the Cumulative Preferred Stock of CIPS are outstanding, dividends on CIPS' common stock are restricted at any time when the ratio of common stock equity to total capitalization is not in excess of 25 percent.
CIPS Indenture of Mortgage dated October 1, 1941, as supplemented and amended: Dividend Restriction. So long as any of the present First Mortgage Bonds issued under this indenture are outstanding, no dividends may be declared or paid on CIPS' common stock, unless during the period from December 31, 1940 to the date of payment of such dividends, the amounts expended by CIPS for maintenance and repairs, plus the amounts provided for depreciation of the mortgaged properties, plus the accumulations to earned surplus shall be at least equal to the amount required to be expended by CIPS during such period for the purposes specified in Section 1 of Article VII of this indenture.

Genco

Genco Indenture dated November 1, 2000, as supplemented: Restricted/Conditional Payments. So long as any senior notes are outstanding, (a) if Genco's Senior Debt Service Coverage Ratio calculated on a Pro-Forma Basis (both as defined in Article I of this indenture) is below 1.75 to 1.0 for the most recently ended four fiscal quarters prior to the date of measurement or, based on projections prepared by Genco, below 1.75 to 1.0 (or 1.50 to 1.0 under circumstances described in Section 3.11(b) of this indenture) for any of the succeeding four six-month periods from the month including the date of measurement, Genco may not (i) pay dividends on or redeem or repurchase its capital stock or (ii) make payments of principal or interest on any subordinated indebtedness Genco has issued except for Genco's $552 million promissory note with CIPS dated May 1, 2000 unless any such redemption or repurchase of capital stock or subordinated indebtedness is paid from proceeds received from the concurrent issuance of capital stock or other subordinated indebtedness, and (b) Genco may

not make any principal payment on the $552 million promissory note with CIPS other than the final payment due upon maturity if Genco does not have sufficient Available Cash (as defined in Article I of this indenture) to do so. There are no restrictions or conditions in the Indenture limiting Genco's ability to make repayments of borrowings under, or investments in, the Company's Non-utility Money Pool Agreement.

CILCORP

CILCORP (as successor to Midwest Energy, Inc.) Indenture dated as of October 18, 1999, as supplemented and/or amended: Limitation on Distributions. CILCORP shall not make or pay any dividend, distribution or payment (including by way of redemption, repurchase, retirement, return or repayment) in respect of shares of its capital stock to any of its shareholders unless there exists no event of default under the indenture and no such event of default will result from the making of such distribution, and either (a) at the time and as a result of making such distribution CILCORP's leverage ratio does not exceed 0.67:1 and CILCORP's interest coverage ratio is not less than 2.2:1, or (b) if CILCORP is not in compliance with the ratios described in clause (a) above, its senior long-term debt ratings are at least BB+ from S&P, Baa2 from Moody's and BBB from Fitch, Inc.
CILCORP (as successor to Midwest Energy, Inc.) Indenture dated as of October 18, 1999, as supplemented and/or amended: Limitation on Intercompany Loans. CILCORP shall not make any intercompany loan to The AES Corporation or any of its affiliates (other than CILCORP or any of its direct or indirect subsidiaries) unless there exists no event of default under the indenture and no such event of default will result from the making of such intercompany loan, and either (a) at the time and as a result of making such intercompany loan CILCORP's leverage ratio does not exceed 0.67:1 and CILCORP's interest coverage ratio is not less than 2.2:1, or (b) if CILCORP is not in compliance with the ratios described in clause (a) above, its senior long-term debt ratings are at least BB+ from S&P, Baa2 from Moody's and BBB from Fitch, Inc.
CILCORP Pledge Agreement dated as of October 18, 1999, as amended or supplemented: Encumbrance on CILCO Common Dividends. Common stock of CILCO is pledged as collateral to holders of CILCORP indebtedness issued under the indenture referred to above. Also included as collateral are all dividends, cash, instruments and other property and proceeds distributed in respect of such common stock excluding all cash dividends paid so long as no event of default shall have occurred and be continuing. Any and all (i) dividends and other distributions (other than cash dividends) received, receivable or otherwise distributed in respect of, or in exchange for, any collateral (including the CILCO common stock) and (ii) cash paid, payable or otherwise distributed in redemption of, or in exchange for, any collateral, shall be delivered to the collateral agent under this agreement to hold as collateral.

CILCORP By-Laws: Limitation on Intercompany Loans. CILCORP may not make loans or advances to its parent or any of its affiliates with the exception of subsidiaries of CILCORP. CILCORP also may not acquire obligations or securities of its parent or any of its affiliates with the exception of subsidiaries of CILCORP.

CILCO

CILCO Articles of Incorporation: Dividend Restriction. No dividends shall be paid on CILCO's common stock if, at the time of declaration, the balance of retained earnings does not equal at least two times the annual dividend requirement on all outstanding shares of preferred stock and amounts to be paid or set aside for any sinking fund for the retirement of Class A Preferred Stock of any series have not been paid or set aside.

IP

IP 11 ½% Mortgage Bonds due 2010: Triggering Events. A "Triggering Event" will occur under these bonds if IP declares or pays any dividends or makes any other payment or distribution with respect to IP's common stock, or makes any loan to or certain investments in any affiliate other than a subsidiary, unless the aggregate amount of such payments, along with other restricted payments defined in the related financing documents, do not exceed $5 million in the aggregate, or unless a) no default would occur as the result of making such

payment, b) at the time of, and after giving effect to such payment, IP would be able to incur additional indebtedness pursuant to a fixed charge coverage ratio test set forth in the related financing documents, and c) such payment, along with all other such restricted payments made since the offering date of these bonds is less than the sum of 50% of consolidated net income of IP since the offering of these bonds plus net cash proceeds received by IP through equity infusions or other permitted means. Upon the occurrence of a "Triggering Event," the holders of at least 25% of these bonds will be able to require the redemption of these bonds at a redemption price equal to 100% of the aggregate principal amount plus accrued and unpaid interest. IP will not be subject to the "Triggering Events" described above at any time that these bonds are rated investment grade by both S&P and Moody's.

Illinois Power Securitization Limited Liability Company - as "Grantee" under Illinois Power Special Purpose Trust $864,000,000 Illinois Power Special Purpose Trust Transitional Funding Trust Notes, Series 1998-1: Limitation on Intercompany Loans. Grantee may not make any loan, advance or certain other investments to or in any other person.

Illinois Power Special Purpose Trust $864,000,000 Illinois Power Special Purpose Trust Transitional Funding Trust Notes, Series 1998-1: Dividend Restriction. So long as any Transitional Funding Trust Notes are outstanding, the Trust shall not, directly or indirectly, (a) pay any dividend or make any distribution (by reduction of capital or otherwise), whether in cash, property, securities or a combination thereof, to any owner of a beneficial interest in the Trust or otherwise with respect to any ownership or equity interest or similar security in or of the Trust, (b) redeem, purchase, retire or otherwise acquire for value any such ownership or equity interest or similar security or (c) set aside or otherwise segregate any amounts for any such purpose; provided, however, that, if no event of default shall have occurred and be continuing, the Trust may make, or cause to be made, any such distributions to any owner of a beneficial interest in the Trust or otherwise with respect to any ownership or equity interest or similar security in or of the Trust using funds distributed to the Trust under certain provisions of the indenture relating to the Transitional Funding Trust Notes providing for payment to the Trust of balance of Trust accounts after principal of and premium, if any, and interest on all Transitional Funding Trust Notes of all series and a number of other amounts have been paid, to the extent that such distributions would not cause the book value of the remaining equity in the Trust to decline below 0.5% of the original principal amount of all series of Transitional Funding Trust Notes which remain outstanding.

Illinois Power Special Purpose Trust $864,000,000 Illinois Power Special Purpose Trust Transitional Funding Trust Notes, Series 1998-1: Limitation on Intercompany Loans. The Trust may not make any loan, advance or certain other investments to or in any other person.

SCHEDULE 4

REGULATORY AUTHORIZATIONS
(See Sections 4.1.6 and 5.18)

The Federal Energy Regulatory Commission has issued the following orders under the Federal Power Act to authorize the incurrence by Union Electric Company ("Union Electric"), Central Illinois Public Service Company ("CIPS"), Central Illinois Light Company ("CILCO"), Illinois Power Company ("IP"), and Ameren Energy Generating Company ("Genco") of the Indebtedness contemplated by this Agreement:

- Order issued on March 31, 2005 (Docket Nos. ER05-638-000, et al.): grants IP blanket authorization to issue securities and assume liabilities, including borrowing under this Agreement.

- Letter order issued on March 23, 2006 (Docket No. ES06-17-000) as clarified by Order Granting Rehearing issued on May 25, 2006 (Docket No. ES06-17- 001): authorizes the incurrence of short-term indebtedness by each of Union Electric, Genco, CIPS and CILCO in an aggregate principal amount outstanding not to exceed the following amounts for each, subject to, among other things, the condition that all such indebtedness be issued on or before March 31, 2008: Union Electric - $1,000,000,000; Genco - $300,000,000; CIPS - $250,000,000 and CILCO - $250,000,000. This letter order also authorizes Genco to incur long-term indebtedness in an aggregate principal amount outstanding not to exceed $500,000,000.

CREDIT AGREEMENT

DATED AS OF JULY 14, 2006

among

CENTRAL ILLINOIS PUBLIC SERVICE COMPANY

CENTRAL ILLINOIS LIGHT COMPANY

ILLINOIS POWER COMPANY

AMERENENERGY RESOURCES GENERATING COMPANY

CILCORP INC.,
as Borrowers

THE LENDERS FROM TIME TO TIME PARTIES HERETO

and

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

BARCLAYS BANK PLC,
as Syndication Agent

BNP PARIBAS,
THE BANK OF NEW YORK
and
WACHOVIA BANK, NATIONAL ASSOCIATION,
as Documentation Agents

_____

J. P. MORGAN SECURITIES INC.

and

BARCLAYS CAPITAL,
AS JOINT ARRANGERS AND BOOKRUNNERS

SCHEDULES

Commitment Schedule

LC Commitment Schedule

Pricing Schedule

Schedule 1	-	Subsidiaries
Schedule 2	-	Liens
Schedule 3	-	Restrictive Agreements
Schedule 4	-	Regulatory Authorizations

EXHIBITS

Exhibit A.1	-	Form of Opinion of Counsel for Resources and CILCORP
Exhibit A.2	-	Form of Opinion of Illinois Counsel for Resources and CILCORP
Exhibit A.3	-	Form of Opinion of Illinois Counsel for Illinois Utilities -- Closing Date
Exhibit A.4	-	Form of Opinion of Counsel for Illinois Utilities -- Accession Date
Exhibit A.5	-	Form of Opinion of Illinois Counsel for Illinois Utilities -- Accession
Exhibit B	-	Form of Compliance Certificate
Exhibit C	-	Form of Assignment and Assumption Agreement
Exhibit D.1	-	Form of Loan/Credit Related Money Transfer Instruction -- CIPS
Exhibit D.2	-	Form of Loan/Credit Related Money Transfer Instruction -- CILCO
Exhibit D.3	-	Form of Loan/Credit Related Money Transfer Instruction -- IP
Exhibit D.4	-	Form of Loan/Credit Related Money Transfer Instruction -- Resources
Exhibit D.5	-	Form of Loan/Credit Related Money Transfer Instruction -- CILCORP
Exhibit E	-	Form of Promissory Note (if requested)
Exhibit F	-	Form of Designation Agreement
Exhibit G	-	Subordination Terms
Exhibit H	-	Form of CILCORP Pledge Agreement Supplement
Exhibit I	-	Form of Amended Multi-Borrower Credit Agreement
Exhibit J-1	-	Form of CILCO Bond Delivery Agreement
Exhibit J-2	-	Form of CIPS Bond Delivery Agreement
Exhibit J-3	-	Form of IP Bond Delivery Agreement
Exhibit K-1	-	Form of CILCO Supplemental Indenture
Exhibit K-2	-	Form of CIPS Supplemental Indenture
Exhibit K-3	-	Form of IP Supplemental Indenture
Exhibit L-1	-	Form of Resources Collateral Agency Agreement
Exhibit L-2	-	Form of Resources Mortgage -- E.D. Edwards plant in Bartonville, Illinois
Exhibit L-3	-	Form of Resources Mortgage -- Duck Creek plant in Canton, Illinois

CREDIT AGREEMENT

This Credit Agreement, dated as of July 14, 2006, is entered into by and among Central Illinois Public Service Company d/b/a AmerenCIPS, an Illinois corporation, Central Illinois Light Company d/b/a AmerenCILCO, an Illinois corporation, Illinois Power Company d/b/a AmerenIP, an Illinois corporation, AmerenEnergy Resources Generating Company, an Illinois corporation, CILCORP Inc., an Illinois corporation, the Lenders and JPMorgan Chase Bank, N.A., as Agent. The obligations of the Borrowers under this Agreement will be several and not joint, and the obligations of a Borrower will not be guaranteed by the Company or any other subsidiary of the Company (including, without limitation, any other Borrower). The parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.1. Certain Defined Terms . As used in this Agreement:

"Accession Date" means, with respect to each Illinois Utility, the date on which all the conditions set forth in Section 4.3 shall have been satisfied (or waived in accordance with Section 8.2) with respect to such Illinois Utility.

"Accounting Changes" is defined in Section 9.8 hereof.

"Acquisition" means any transaction, or any series of related transactions, consummated on or after the Closing Date, by which a Borrower or any of its Subsidiaries (i) acquires any going business or all or substantially all of the assets of any firm, corporation or limited liability company, or division thereof, whether through purchase of assets, merger or otherwise or (ii) directly or indirectly acquires (in one transaction or as the most recent transaction in a series of transactions) at least a majority (in number of votes) of the securities of a corporation which have ordinary voting power for the election of directors (other than securities having such power only by reason of the happening of a contingency) or a majority (by percentage of voting power) of the outstanding ownership interests of a partnership or limited liability company of any Person.

"Administrative Questionnaire" means an Administrative Questionnaire in a form supplied by the Agent.

"Advance" means (a) Revolving Loans (i) made by the Lenders on the same Borrowing Date or (ii) converted or continued by the Lenders on the same date of conversion or continuation, consisting, in either case, of the aggregate amount of the several Revolving Loans of the same Type and, in the case of Eurodollar Loans, for the same Interest Period, or (b) a Swingline Loan.

"Affiliate" of any Person means any other Person directly or indirectly controlling, controlled by or under common control with such Person. A Person shall be deemed to control another Person if the controlling Person is the "beneficial owner" (as defined in Rule 13d-3 under the Securities Exchange Act of 1934) of 10% or more of any class of voting securities (or other ownership interests) of the controlled Person or possesses, directly or indirectly, the power

to direct or cause the direction of the management or policies of the controlled Person, whether through ownership of voting securities, by contract or otherwise.

"Agent" means JPMCB, not in its individual capacity as a Lender, but in its capacity as contractual representative of the Lenders pursuant to Article X, and any successor Agent appointed pursuant to Article X.

"Aggregate Commitment" means the aggregate of the Commitments of all the Lenders, as reduced from time to time pursuant to the terms hereof. The initial Aggregate Commitment is Five Hundred Million Dollars ($500,000,000.00).

"Aggregate Revolving Credit Exposure" means, at any time, the aggregate of the Revolving Credit Exposures of all the Lenders.

"Agreement" means this Credit Agreement, as it may be amended, restated, supplemented or otherwise modified and as in effect from time to time.

"Agreement Accounting Principles" means generally accepted accounting principles as in effect in the United States from time to time, applied in a manner consistent with that used in preparing the financial statements referred to in Section 5.4; provided , however , that except as provided in Section 9.8, with respect to the calculation of the financial ratio set forth in Section 6.17 (and the defined terms used in such Section), "Agreement Accounting Principles" means generally accepted accounting principles as in effect in the United States as of the Closing Date, applied in a manner consistent with that used in preparing the financial statements referred to in Section 5.4 hereof.

"Alternate Base Rate" means, for any day, a fluctuating rate of interest per annum equal to the higher of (i) the Prime Rate for such day and (ii) the sum of (a) the Federal Funds Effective Rate for such day and (b) one-half of one percent (0.5%) per annum.

"Amended Multi-Borrower Credit Agreement" means the amendment and restatement of the Multi-Borrower Credit Agreement substantially in the form of Exhibit I.

"Applicable Fee Rate" means (a) with respect to the Facility Fee applicable to any Borrower at any time, the percentage rate per annum which is applicable to such fee at such time with respect to such Borrower as set forth in the Pricing Schedule and (b) with respect to the LC Participation Fee applicable to any Borrower at any time, the percentage rate per annum which is applicable to such fee at such time with respect to such Borrower as set forth in the Pricing Schedule.

"Applicable Margin" means, with respect to any Borrower, with respect to Advances of any Type at any time, the percentage rate per annum which is applicable at such time with respect to Advances of such Type to such Borrower, as set forth in the Pricing Schedule.

"Approved Fund" means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Arrangers" means J.P. Morgan Securities Inc. and Barclays Capital and their respective successors, in their respective capacities as Joint Arrangers and Bookrunners.

"Article" means an article of this Agreement unless another document is specifically referenced.

"Assignment Agreement" is defined in Section 12.3.1.

"Authorized Officer" of any Borrower means any of the chief executive officer, president, chief operating officer, chief financial officer, treasurer or vice president of such Borrower, acting singly.

"Availability Termination Date" means, as to any Borrower, the earlier of (a) the Maturity Date for such Borrower, (b) the reduction of the Borrower Sublimit of such Borrower to zero pursuant to Section 2.8 or termination of the obligation to make Loans to, or issue Letters of Credit for, such Borrower pursuant to Section 8.1 and (c) the date of termination in whole of the Aggregate Commitment and the Commitments pursuant to Section 2.8 or Section 8.1 hereof.

"Available Aggregate Commitment" means, at any time, the Aggregate Commitment then in effect minus the Aggregate Revolving Credit Exposure at such time.

"Barclays Bank" means Barclays Bank PLC, in its individual capacity, and its successors.

"Borrower Credit Exposure" means, with respect to any Borrower at any time, the aggregate amount of (i) all Revolving Loans made to such Borrower and outstanding at such time, (ii) that portion of the LC Exposure at such time attributable to Letters of Credit issued for the account of such Borrower and (iii) that portion of the Swingline Exposure at such time attributable to Swingline Loans made to such Borrower.

"Borrower Maturity Date Extension Request" is defined in Section 2.23.

"Borrower Sublimit" means (a) as to CIPS, $135,000,000, (b) as to each of CILCO and IP, $150,000,000, (c) as to Resources, $200,000,000 and (d) as to CILCORP, $50,000,000 or, in the case of any Borrower, any lesser amount to which the Borrower Sublimit of such Borrower shall have been reduced pursuant to Section 2.8.

"Borrower Swingline Sublimit" means (a) as to CIPS, $75,000,000, (b) as to each of CILCO, IP and Resources, $100,000,000, and (c) as to CILCORP, $25,000,000 or, in the case of any Borrower, any lesser amount to which the Borrower Sublimit of such Borrower shall have been reduced pursuant to Section 2.8.

"Borrowers" means, at any time, Resources, CILCORP and each of the Illinois Utilities for which the Accession Date has occurred on or prior to such time; provided that from and after such time as the Credit Exposure of Resources, CILCORP or any Illinois Utility has been reduced to zero and its Borrower Sublimit has been reduced to zero, such entity shall no longer be a "Borrower" for any and all purposes of this Agreement and shall no longer be subject to the provisions of Article VI and VII of this Agreement (except to the extent that such provisions may be applicable to such entity as a "Subsidiary" of a "Borrower"). If an Illinois Utility shall not

have become a Borrower on or prior to the first anniversary of the Closing Date, such Illinois Borrower shall not thereafter become a Borrower.

"Borrowing Date" means a date on which an Advance is made hereunder.

"Borrowing Notice" is defined in Section 2.11.

"Business Day" means (i) with respect to any borrowing, payment or rate selection of Eurodollar Advances, a day (other than a Saturday or Sunday) on which banks generally are open in New York, New York for the conduct of substantially all of their commercial lending activities, interbank wire transfers can be made on the Fedwire system and dealings in Dollars are carried on in the London interbank market and (ii) for all other purposes, a day (other than a Saturday or Sunday) on which banks generally are open in New York, New York for the conduct of substantially all of their commercial lending activities and interbank wire transfers can be made on the Fedwire system.

"Capitalized Lease" of a Person means any lease of Property by such Person as lessee which would be capitalized on a balance sheet of such Person prepared in accordance with Agreement Accounting Principles.

"Capitalized Lease Obligations" of a Person means the amount of the obligations of such Person under Capitalized Leases which would be shown as a liability on a balance sheet of such Person prepared in accordance with Agreement Accounting Principles.

"Change in Control" means, in respect of any Borrower, (i) the acquisition by any Person, or two or more Persons acting in concert, of beneficial ownership (within the meaning of Rule 13d-3 of the Securities and Exchange Commission under the Securities Exchange Act of 1934) of twenty percent (20%) or more of the aggregate ordinary voting power represented by the issued and outstanding capital stock of the Company; (ii) the Company shall cease to own, directly or indirectly and free and clear of all Liens or other encumbrances (except for such Liens or other encumbrances permitted by Section 6.13), 100% of the outstanding shares of the ordinary voting power represented by the issued and outstanding common stock of such Borrower on a fully diluted basis; (iii) in the case of CILCORP, CILCORP shall cease to own, directly or indirectly and free and clear of all Liens or other encumbrances (except for such Liens or other encumbrances permitted by Section 6.13), 100% of the outstanding shares of the ordinary voting power represented by the issued and outstanding common stock of either Resources or CILCO on a fully diluted basis; or (iv) occupation of a majority of the seats (other than vacant seats) on the board of directors of the Company by Persons who were neither (i) nominated by the board of directors of the Company or a committee or subcommittee thereof to which such power was delegated nor (ii) appointed by directors so nominated; provided that any individual who is so nominated in connection with a merger, consolidation, acquisition or similar transaction shall be included in such majority unless such individual was a member of the Company's board of directors prior thereto.

"CILCO" means Central Illinois Light Company d/b/a AmerenCILCO, an Illinois corporation and a Subsidiary of the Company.

“CILCO Bond Delivery Agreement” means an agreement substantially in the form of Exhibit J-1 whereby the Agent (i) acknowledges delivery of the CILCO Credit Agreement Bond and (ii) agrees to hold the CILCO Credit Agreement Bond for the benefit of the Lenders and to distribute all payments made by CILCO on account thereof to the Lenders.

“CILCO Collateral Documents” means the CILCO Bond Delivery Agreement, the CILCO Indenture, the CILCO Credit Agreement Bond, the CILCO Supplemental Indenture and each other agreement, instrument or document executed and delivered pursuant to Section 6.18.1 to secure any of the Obligations of CILCO.

"CILCO Credit Agreement Bond" means, collectively, one or more First Mortgage Bonds substantially in the form set forth in the CILCO Supplemental Indenture issued by CILCO to the Agent pursuant to the CILCO Indenture in the aggregate principal amount from time to time equal to the Borrower Sublimit applicable to CILCO.

“CILCO Indenture” means the Indenture of Mortgage and Deed of Trust dated as of April 1, 1933, as supplemented by the CILCO Supplemental Indenture and as heretofore or from time to time hereafter supplemented and amended in compliance herewith, between CILCO and the CILCO Trustee.

“CILCO Supplemental Indenture" means the Supplemental Indenture substantially in the form of Exhibit K-1, supplementing the CILCO Indenture to provide for the creation and issuance of the CILCO Credit Agreement Bond.

“CILCO Trustee" means Deutsche Bank Trust Company Americas f/k/a Bankers Trust Company, as Trustee, and any other successors thereto, as trustee under the CILCO Indenture.

“CILCORP” means CILCORP Inc., an Illinois corporation, the parent company of CILCO.

“CILCORP Collateral Documents” means the CILCORP Pledge Agreement, the CILCORP Pledge Agreement Supplement and each other agreement, instrument or document executed and delivered pursuant to Section 6.18.5 to secure any of the Obligations of CILCORP.

“CILCORP Pledge Agreement” means the Pledge Agreement dated as of October 18, 1999 (as supplemented by the CILCORP Pledge Agreement Supplement and as the same has been and may hereafter be supplemented by any other pledge agreement supplement or otherwise amended or modified in compliance herewith), made by CILCORP in favor of The Bank of New York, as collateral agent thereunder, for the benefit of the collateral agent and secured parties thereunder.

“CILCORP Pledge Agreement Supplement” means the Pledge Agreement Supplement, substantially in the form of Exhibit H, made by CILCORP in favor of The Bank of New York, as collateral agent under the CILCORP Pledge Agreement, to secure the Obligations of CILCORP under the CILCORP Pledge Agreement.

“CIPS” means Central Illinois Public Service Company d/b/a AmerenCIPS, an Illinois corporation and a Subsidiary of the Company.

“CIPS Bond Delivery Agreement” means an agreement substantially in the form of Exhibit J-2 whereby the Agent (i) acknowledges delivery of the CIPS Credit Agreement Bond and (ii) agrees to hold the CIPS Credit Agreement Bond for the benefit of the Lenders and to distribute all payments made by CIPS on account thereof to the Lenders.

“CIPS Collateral Documents” means the CIPS Bond Delivery Agreement, the CIPS Indenture, the CIPS Credit Agreement Bond, the CIPS Supplemental Indenture and each other agreement, instrument or document executed and delivered pursuant to Section 6.18.2 to secure any of the Obligations of CIPS.

“CIPS Credit Agreement Bond” means, collectively, one or more First Mortgage Bonds substantially in the form set forth in the CIPS Supplemental Indenture issued by CIPS to the Agent pursuant to the CIPS Indenture in the aggregate principal amount from time to time equal to the Borrower Sublimit applicable to CIPS.

“CIPS Indenture” means the Indenture dated October 1, 1941, as supplemented by the CIPS Supplemental Indenture and as heretofore or from time to time hereafter supplemented and amended in compliance herewith, between CIPS and the CIPS Trustees.

“CIPS Supplemental Indenture" means the Supplemental Indenture substantially in the form of Exhibit K-2, supplementing the CIPS Indenture to provide for the creation and issuance of the CIPS Credit Agreement Bond.

“CIPS Trustees" means U.S. Bank National Association and Patrick J. Crowley, as Trustees, and any other successors thereto, as trustees under the CIPS Indenture.

“Closing Date” means July 14, 2006.

“Code” means the Internal Revenue Code of 1986, as amended, reformed or otherwise modified from time to time, and any rule or regulation issued thereunder.

“Collateral Documents” means the CILCO Collateral Documents, the CIPS Collateral Documents, the IP Collateral Documents, the Resources Collateral Documents and the CILCORP Collateral Documents.

“Commitment” means, for each Lender, the amount set forth on the Commitment Schedule or in an Assignment Agreement executed pursuant to Section 12.3 opposite such Lender’s name, as it may be modified as a result of any assignment that has become effective pursuant to Section 12.3.2 or as otherwise modified from time to time pursuant to the terms hereof.

“Commitment Schedule” means the Schedule identifying each Lender’s Commitment as of the Closing Date attached hereto and identified as such.

“Commitment Termination Date” means January 14, 2010.

"Committed Credit Exposure" means, as to any Lender at any time, the aggregate principal amount of its (i) Revolving Loans, (ii) LC Exposure and (iii) Swingline Exposure outstanding at such time.

"Commonly Controlled Entity" means any trade or business, whether or not incorporated, which is under common control with a Borrower or any Subsidiary within the meaning of Section 4001 of ERISA or that, together with such Borrower or any Subsidiary, is treated as a single employer under Section 414(b) or (c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

"Company" means Ameren Corporation, a Missouri corporation.

"Consolidated Indebtedness" of a Person means at any time the Indebtedness of such Person and its Subsidiaries which would be consolidated in the consolidated financial statements of such Person under Agreement Accounting Principles calculated on a consolidated basis as of such time; provided, however, that Consolidated Indebtedness shall exclude any Indebtedness incurred as part of any Permitted Securitization.

"Consolidated Net Worth" of a Person means at any time the consolidated stockholders' equity and preferred stock of such Person and its subsidiaries calculated on a consolidated basis in accordance with Agreement Accounting Principles.

"Consolidated Tangible Assets" means, as to any Borrower, the total amount of all assets of such Borrower and its consolidated Subsidiaries determined in accordance with Agreement Accounting Principles, minus , to the extent included in the total amount of such Borrower's and its consolidated Subsidiaries' total assets, the net book value of all (i) goodwill, including, without limitation, the excess cost over book value of any asset, (ii) organization or experimental expenses, (iii) unamortized debt discount and expense, (iv) patents, trademarks, tradenames and copyrights, (v) treasury stock, (vi) franchises, licenses and permits, and (vii) other assets which are deemed intangible assets under Agreement Accounting Principles.

"Consolidated Total Capitalization" means, as to any Borrower at any time, the sum of Consolidated Indebtedness of such Borrower and Consolidated Net Worth of such Borrower, each calculated at such time.

"Contingent Obligation" of a Person means any agreement, undertaking or arrangement by which such Person assumes, guarantees, endorses, contingently agrees to purchase or provide funds for the payment of, or otherwise becomes or is contingently liable upon, the obligation or liability of any other Person, or agrees to maintain the net worth or working capital or other financial condition of any other Person, or otherwise assures any creditor of such other Person against loss, including, without limitation, any comfort letter, operating agreement, take-or-pay contract or the obligations of any such Person as general partner of a partnership with respect to the liabilities of the partnership.

"Contribution Percentage" means, from time to time with respect to each Illinois Utility and each Borrower, (a) in the case of CIPS, 19.7%, (b) in the case of CILCO, 21.9%, (c) in the case of IP, 21.9%, (d) in the case of Resources, 29.2%, and (e) in the case of CILCORP, 7.3%;

provided that, if the Aggregate Commitment has been terminated as of the date of such determination, the Contribution Percentage shall be determined as of the date immediately preceding the termination of the Aggregate Commitment, and provided further that (i) if an Illinois Utility has not become a Borrower on or before the first anniversary of the Closing Date or (ii) if after being a "Borrower" hereunder any Borrower shall cease to be a "Borrower" under this Agreement, the Contribution Percentage of such entity shall be allocated ratably to each remaining Borrower or Illinois Utility in proportion to the Contribution Percentages of such remaining Borrowers and Illinois Utilities. The Contribution Percentage with respect to any amount shall be determined as of the time such amount becomes due.

"Conversion/Continuation Notice" is defined in Section 2.12.

"Credit Extension" means the making of an Advance or the issuance of a Letter of Credit hereunder.

"Credit Extension Date" means the Borrowing Date for an Advance or the date of issuance of a Letter of Credit.

"Default" means an event described in Article VII.

"Designated Lender" means, with respect to each Designating Lender, each Eligible Designee designated by such Designating Lender pursuant to Section 12.1.2.

"Designating Lender" means, with respect to each Designated Lender, the Lender that designated such Designated Lender pursuant to Section 12.1.2.

"Designation Agreement" is defined in Section 12.1.2.

"Disclosed Matters" means the events, actions, suits and proceedings and the environmental matters disclosed in the Exchange Act Documents.

"Documentation Agents" means BNP Paribas, The Bank of New York and Wachovia Bank, National Association.

"Dollar" and "$" means the lawful currency of the United States of America.

"Eligible Designee" means a special purpose corporation, partnership, trust, limited partnership or limited liability company that is administered by the respective Designating Lender or an Affiliate of such Designating Lender and (i) is organized under the laws of the United States of America or any state thereof, (ii) is engaged primarily in making, purchasing or otherwise investing in commercial loans in the ordinary course of its business and (iii) issues (or the parent of which issues) commercial paper rated at least A-1 or the equivalent thereof by S&P or P-1 or the equivalent thereof by Moody's.

"Environmental Laws" means any and all federal, state, local and foreign statutes, laws, judicial decisions, regulations, ordinances, rules, judgments, orders, decrees, plans, injunctions, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to (i) the protection of the environment, (ii) the effect of the environment on human

health, (iii) emissions, discharges or releases of pollutants, contaminants, hazardous substances or wastes into surface water, ground water or land, or (iv) the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, hazardous substances or wastes or the clean-up or other remediation thereof.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

"ERISA Event" means, as to any Borrower, (a) any Reportable Event with respect to such Borrower or any Commonly Controlled Entity of such Borrower; (b) the existence with respect to any Plan of an "accumulated funding deficiency" (as defined in Section 412 of the Code or Section 302 of ERISA) whether or not waived; (c) the filing pursuant to Section 412(d) of the Code or Section 303(d) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (d) the incurrence by such Borrower or any Commonly Controlled Entity of any liability under Title IV of ERISA with respect to the termination of any Plan; (e) the receipt by such Borrower or any Commonly Controlled Entity from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or to appoint a trustee to administer any Plan; (f) the incurrence by such Borrower or any Commonly Controlled Entity of any liability with respect to the withdrawal or partial withdrawal from any Plan or Multiemployer Plan; or (g) the receipt by such Borrower or any Commonly Controlled Entity of any notice, or the receipt by any Multiemployer Plan from such Borrower or any Commonly Controlled Entity of any notice, concerning the imposition of "withdrawal liability" (as defined in Part I of Subtitle E of Title IV of ERISA) or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in reorganization, within the meaning of Title IV of ERISA.

"Eurodollar Advance" means an Advance which, except as otherwise provided in Section 2.14, bears interest at the applicable Eurodollar Rate.

"Eurodollar Base Rate" means, with respect to a Eurodollar Advance for the relevant Interest Period, the applicable British Bankers' Association LIBOR rate for deposits in Dollars as reported by any generally recognized financial information service as of 11:00 a.m. (London time) two (2) Business Days prior to the first day of such Interest Period, and having a maturity equal to such Interest Period, provided that, if no such British Bankers' Association LIBOR rate is available to the Agent, the applicable Eurodollar Base Rate for the relevant Interest Period shall instead be the rate determined by the Agent to be the rate at which JPMCB or one of its affiliate banks offers to place deposits in Dollars with first-class banks in the London interbank market at approximately 11:00 a.m. (London time) two (2) Business Days prior to the first day of such Interest Period, in the approximate amount of JPMCB's relevant Eurodollar Loan and having a maturity equal to such Interest Period.

"Eurodollar Loan" means a Loan which, except as otherwise provided in Section 2.14, bears interest at the applicable Eurodollar Rate.

"Eurodollar Rate" means, with respect to a Eurodollar Advance to any Borrower for the relevant Interest Period, the sum of (i) the quotient of (a) the Eurodollar Base Rate applicable to such Interest Period, divided by (b) one minus the Reserve Requirement (expressed as a decimal)

applicable to such Interest Period, plus (ii) the then Applicable Margin applicable to such Borrower, changing as and when the Applicable Margin changes.

"Exchange Act Documents" means (a) the Annual Report of each of the Company, the Illinois Utilities and CILCORP to the Securities and Exchange Commission on Form 10-K for the fiscal year ended December 31, 2005, (b) the Quarterly Reports of each of the Company, the Illinois Utilities and CILCORP to the Securities and Exchange Commission on Form 10-Q for the fiscal quarter ended March 31, 2006, and (c) all Current Reports of each of the Company, the Illinois Utilities and CILCORP to the Securities and Exchange Commission on Form 8-K from January 1, 2006, to July 13, 2006.

"Excluded Taxes" means, in the case of each Lender or applicable Lending Installation and the Agent, taxes imposed on its overall net income, and franchise taxes imposed on it, by (i) the jurisdiction under the laws of which such Lender or the Agent is incorporated or organized or any political combination or subdivision or taxing authority thereof or (ii) the jurisdiction in which the Agent's or such Lender's principal executive office or such Lender's applicable Lending Installation is located.

"Exhibit" refers to an exhibit to this Agreement, unless another document is specifically referenced.

"Existing Amended Five-Year Credit Agreement" means the Amended and Restated Five-Year Revolving Credit Agreement dated as of July 14, 2005, among the Company, the lenders from time to time party thereto and JPMCB, as administrative agent.

"Facility Fee" is defined in Section 2.8.1.

"Federal Funds Effective Rate" means, for any day, an interest rate per annum equal to the weighted average of the rates on overnight Federal Funds transactions with members of the Federal Reserve System arranged by Federal Funds brokers on such day, as published for such day (or, if such day is not a Business Day, for the immediately preceding Business Day) by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations at approximately 11:00 a.m. (New York time) on such day on such transactions received by the Agent from three Federal Funds brokers of recognized standing selected by the Agent in its sole discretion.

"FERC" means the Federal Energy Regulatory Commission.

"FERC Limit" means, as to each Borrower, the amount set forth below opposite the name of such Borrower:

Borrower	FERC Limit
CIPS	$ 250,000,000
CILCO	$ 250,000,000

"First Mortgage Bonds" means bonds or other indebtedness issued by CIPS, CILCO or IP, as applicable, pursuant to the CILCO Indenture, the CIPS Indenture or the IP Indenture, respectively.

"Floating Rate" means, for any day, with respect to a Borrower, a rate per annum equal to the sum of (i) the Alternate Base Rate for such day, changing when and as the Alternate Base Rate changes, *plus* (ii) the then Applicable Margin applicable to such Borrower, changing as and when the Applicable Margin changes.

"Floating Rate Advance" means an Advance which, except as otherwise provided in Section 2.14, bears interest at the Floating Rate.

"Fund" means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

"Illinois Utility" means each of IP, CIPS and CILCO.

"Inactive Subsidiary" means any Subsidiary of a Borrower that (a) does not conduct any business operations, (b) has assets with a total book value not in excess of $1,000,000 and (c) does not have any Indebtedness outstanding.

"Indebtedness" of a Person means, at any time, without duplication, such Person's (i) obligations for borrowed money, (ii) obligations representing the deferred purchase price of Property or services (other than current accounts payable arising in the ordinary course of such Person's business payable on terms customary in the trade), (iii) obligations, whether or not assumed, secured by Liens or payable out of the proceeds or production from Property now or hereafter owned or acquired by such Person, (iv) obligations which are evidenced by notes, bonds, debentures, acceptances, or other instruments, (v) obligations to purchase securities or other Property arising out of or in connection with the sale of the same or substantially similar securities or Property, (vi) Capitalized Lease Obligations, (vii) Contingent Obligations of such Person, (viii) reimbursement obligations under letters of credit, bankers acceptances, surety bonds and similar instruments issued upon the application of such Person or upon which such Person is an account party or for which such Person is in any way liable, (ix) Off-Balance Sheet Liabilities, (x) obligations under Sale and Leaseback Transactions, (xi) Net Mark-to-Market Exposure under Rate Management Transactions and (xii) any other obligation for borrowed money which in accordance with Agreement Accounting Principles would be shown as a liability on the consolidated balance sheet of such Person.

"Interest Period" means, with respect to a Eurodollar Advance, a period of one, two, three or six months, commencing on the date of such Advance and ending on but excluding the day which corresponds numerically to such date one, two, three or six months thereafter; provided , however , that (i) if there is no such numerically corresponding day in such next, second, third or sixth succeeding month, such Interest Period shall end on the last Business Day of such next, second, third or sixth succeeding month, (ii) if an Interest Period would otherwise end on a day which is not a Business Day, such Interest Period shall end on the next succeeding Business Day, provided , however , that if said next succeeding Business Day falls in a new calendar month, such

Interest Period shall end on the immediately preceding Business Day and (iii) no Interest Period in respect of an Advance to any Borrower may end after the Availability Termination Date for such Borrower. For purposes hereof, the date of an Advance initially shall be the date on which such Advance is made and, in the case of an Advance comprising Revolving Loans, thereafter shall be the effective date of the most recent conversion or continuation of such Loans.

"Investment" of a Person means any loan, advance (other than commission, travel and similar advances to officers and employees made in the ordinary course of business), extension of credit (other than accounts receivable arising in the ordinary course of business on terms customary in the trade) or contribution of capital by such Person; stocks, bonds, mutual funds, partnership interests, notes, debentures or other securities owned by such Person; any deposit accounts and certificates of deposit owned by such Person; and structured notes, derivative financial instruments and other similar instruments or contracts owned by such Person.

"IP" means Illinois Power Company d/b/a AmerenIP, an Illinois corporation and a Subsidiary of the Company.

"IP Bond Delivery Agreement" means an agreement substantially in the form of Exhibit J-3 whereby the Agent (i) acknowledges delivery of the IP Credit Agreement Bond and (ii) agrees to hold the IP Credit Agreement Bond for the benefit of the Lenders and to distribute all payments made by IP on account thereof to the Lenders.

"IP Collateral Documents" means the IP Bond Delivery Agreement, the IP Indenture, the IP Credit Agreement Bond, the IP Supplemental Indenture and each other agreement, instrument or document executed and delivered pursuant to Section 6.18.3 to secure any of the Obligations of IP.

"IP Credit Agreement Bond" means, collectively, one or more First Mortgage Bonds substantially in the form set forth in the IP Supplemental Indenture issued by IP to the Agent pursuant to the IP Indenture in the aggregate principal amount from time to time equal to the Borrower Sublimit applicable to IP.

"IP Indenture" means the General Mortgage Indenture and Deed of Trust dated as of November 1, 1992, as supplemented by the IP Supplemental Indenture and as heretofore or from time to time hereafter supplemented and amended in compliance herewith between IP and the IP Trustee.

"IP Supplemental Indenture" means the Supplemental Indenture substantially in the form of Exhibit K-3, supplementing the IP Indenture to provide for the creation and issuance of the IP Credit Agreement Bond.

"IP Trustee" means BNY Midwest Trust Company as successor to Harris Trust and Savings Bank, as Trustee, and any other successors thereto, as trustee under the IP Indenture.

"Issuing Bank" means, at any time, JPMCB, Barclays Bank and each other person that shall have become an Issuing Bank hereunder as provided in Section 2.6(j), each in its capacity as an issuer of Letters of Credit hereunder. Each Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of such Issuing Bank, in which case the

term “Issuing Bank” shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate.

“Issuing Bank Agreement” shall have the meaning assigned to such term in Section 2.6(j).

“JPMCB” means JPMorgan Chase Bank, N.A.

“LC Commitment” means, as to each Issuing Bank, the commitment of such Issuing Bank to issue Letters of Credit pursuant to Section 2.6. The initial amount of each Issuing Bank’s LC Commitment is set forth on the LC Commitment Schedule, or in the case of any additional Issuing Bank, as provided in Section 2.6(j).

“LC Commitment Schedule” means the Schedule identifying each Issuing Bank’s LC Commitment as of the Closing Date attached hereto and identified as such.

“LC Disbursement” means a payment made by an Issuing Bank pursuant to a Letter of Credit.

“LC Exposure” means, at any time, the sum of (a) the aggregate undrawn amount of all outstanding Letters of Credit at such time plus (b) the aggregate amount of all LC Disbursements that have not yet been reimbursed by or on behalf of the applicable Borrowers at such time. The LC Exposure of any Lender at any time shall be its Pro Rata Share of the total LC Exposure at such time.

“LC Participation Fee” is defined in Section 2.8.2.

“Lenders” means the lending institutions listed on the signature pages of this Agreement and their respective successors and assigns. Unless the context requires otherwise, the term “Lenders” includes the Swingline Lender.

“Lending Installation” means, with respect to a Lender or the Agent, the office, branch, subsidiary or affiliate of such Lender or the Agent listed on the signature pages hereof or on the administrative information sheets provided to the Agent in connection herewith or on a Schedule or otherwise selected by such Lender or the Agent pursuant to Section 2.20.

“Letter of Credit” means any letter of credit issued pursuant to this Agreement or transferred to this Agreement in accordance with Section 2.6(a) on the Accession Date of any Illinois Utility.

“Leveraged Lease Sales” means sales by the Company or any Subsidiary of investments, in existence on the date hereof, in assets leased to an unaffiliated lessee under leveraged lease arrangements in existence on the date hereof, including any transactions between and among the Company and/or Subsidiaries that are necessary to effect the sale of such investments to a Person other than the Company or any of its Subsidiaries.

“Lien” means any lien (statutory or other), mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance or preference, priority or other security agreement or

preferential arrangement of any kind or nature whatsoever (including, without limitation, the interest of a vendor or lessor under any conditional sale, Capitalized Lease or other title retention agreement, and, in the case of stock, stockholders agreements, voting trust agreements and all similar arrangements).

"Loans" means the loans made by the Lenders to the Borrowers pursuant to this Agreement.

"Loan Documents" means this Agreement, the Collateral Documents and all other documents, instruments, notes (including any Notes issued pursuant to Section 2.16 (if requested)) and agreements executed in connection herewith or therewith or contemplated hereby or thereby, as the same may be amended, restated or otherwise modified and in effect from time to time.

"Material Adverse Effect" means, with respect to any Borrower, a material adverse effect on (i) the business, Property, condition (financial or otherwise), operations or results of operations or prospects of such Borrower, or such Borrower and its Subsidiaries taken as a whole, (ii) the ability of such Borrower to perform its obligations under the Loan Documents, or (iii) the validity or enforceability of any of the Loan Documents against such Borrower or the rights or remedies of the Agent or the Lenders thereunder.

"Material Indebtedness" means any Indebtedness (other than any Indebtedness incurred as part of any Permitted Securitization) in an outstanding principal amount of $25,000,000 or more in the aggregate (or the equivalent thereof in any currency other than Dollars).

"Material Indebtedness Agreement" means any agreement under which any Material Indebtedness was created or is governed or which provides for the incurrence of Indebtedness in an amount which would constitute Material Indebtedness (whether or not an amount of Indebtedness constituting Material Indebtedness is outstanding thereunder).

"Maturity Date" means in the case of (a) Resources and CILCORP, the Commitment Termination Date, and (b) in the case of each Illinois Utility, July 13, 2007, or any date to which such Illinois Utility's Maturity Date shall have been extended as provided in Section 2.23.

"Money Pool Agreements" means, collectively, (i) that certain Ameren Corporation System Utility Money Pool Agreement, dated as of March 25, 1999, by and among the Company, Ameren Services Company, Union Electric, CIPS, CILCO, IP and Resources, as amended from time to time (including, without limitation, the addition of any of their Affiliates as parties thereto), and (ii) that certain Ameren Corporation System Non-Regulated Subsidiary Money Pool Agreement, dated as of February 27, 2003, by and among the Company, Ameren Services Company, Ameren Energy Generating Company and certain Subsidiaries of the Company excluding Union Electric, CIPS, CILCO and IP, as amended from time to time (including, without limitation, the addition of any of their Affiliates, other than Union Electric, CIPS, CILCO and IP, as parties thereto).

"Moody's" means Moody's Investors Service, Inc.

"Multi-Borrower Credit Agreement" means the Amended and Restated Five-Year Revolving Credit Agreement dated as of July 14, 2005, among the Company, certain Subsidiaries of the Company, the lenders from time to time party thereto and JPMCB, as administrative agent.

"Multiemployer Plan" means a multiemployer plan, as defined in Section 4001(a)(3) of ERISA.

"Net Mark-to-Market Exposure" of a Person means, as of any date of determination, the excess (if any) of all unrealized losses over all unrealized profits of such Person arising from Rate Management Transactions. "Unrealized losses" means the fair market value of the cost to such Person of replacing such Rate Management Transaction as of the date of determination (assuming the Rate Management Transaction were to be terminated as of that date), and "unrealized profits" means the fair market value of the gain to such Person of replacing such Rate Management Transaction as of the date of determination (assuming such Rate Management Transaction were to be terminated as of that date).

"Non-U.S. Lender" is defined in Section 3.5(iv).

"Note" is defined in Section 2.16.

"Obligations" means, with respect to any Illinois Utility or Borrower, all Loans, reimbursement obligations in respect of LC Disbursements, advances, debts, liabilities, obligations, covenants and duties owing by such Illinois Utility or Borrower to the Agent, any Issuing Bank, any Lender, the Arrangers, any affiliate of the Agent, any Issuing Bank, any Lender or the Arrangers, or any indemnitee under the provisions of Section 9.6 or any other provisions of the Loan Documents, in each case of any kind or nature, present or future, arising under this Agreement or any other Loan Document, whether or not evidenced by any note, guaranty or other instrument, whether or not for the payment of money, whether arising by reason of an extension of credit, loan, foreign exchange risk, guaranty, indemnification, or in any other manner, whether direct or indirect (including those acquired by assignment), absolute or contingent, due or to become due, now existing or hereafter arising and however acquired. The term includes, without limitation, all interest, charges, expenses, fees, attorneys' fees and disbursements, paralegals' fees (in each case whether or not allowed), and any other sum chargeable to such Illinois Utility or Borrower under this Agreement or any other Loan Document.

"Off-Balance Sheet Liability" of a Person means the principal component of (i) any repurchase obligation or liability of such Person with respect to accounts or notes receivable sold by such Person, (ii) any liability under any Sale and Leaseback Transaction which is not a Capitalized Lease, (iii) any liability under any so-called "synthetic lease" or "tax ownership operating lease" transaction entered into by such Person, or (iv) any obligation arising with respect to any other transaction which is the functional equivalent of or takes the place of borrowing but which does not constitute a liability on the consolidated balance sheets of such Person, but excluding from this clause (iv) Operating Leases.

"Operating Lease" of a Person means any lease of Property (other than a Capitalized Lease) by such Person as lessee which has an original term (including any required renewals and any renewals effective at the option of the lessor) of one year or more.

"Other Taxes" is defined in Section 3.5(ii).

"Participants" is defined in Section 12.2.1.

"Payment Date" means the last day of each March, June, September and December and the Commitment Termination Date.

"PBGC" means the Pension Benefit Guaranty Corporation referred to and defined in ERISA and any successor entity performing similar functions.

"Permitted Securitization" means any sale, grant and/or contribution, or series of related sales, grants and/or contributions, by an Illinois Utility or any Subsidiary of such Illinois Utility of Receivables to a trust, corporation or other entity, where the purchase of such Receivables is funded or exchanged in whole or in part by the incurrence or issuance by the purchaser, grantee or any successor entity of Indebtedness or securities that are paid from, or that represent interests in, the cash flow derived primarily from such Receivables (provided, however, that "Indebtedness" as used in this definition shall not include Indebtedness incurred by an SPC owed to the Illinois Utility or to a Subsidiary of such Illinois Utility which Indebtedness represents all or a portion of the purchase price or other consideration paid by the SPC for such receivables or interest therein), where (a) any recourse, repurchase, hold harmless, indemnity or similar obligations of such Illinois Utility or any Subsidiary (other than any SPC that is a party to such transaction) of such Illinois Utility in respect of Receivables sold, granted or contributed, or payments made in respect thereof, are customary for transactions of this type, and do not prevent the characterization of the transaction as a true sale under applicable laws (including debtor relief laws), (b) any recourse, repurchase, hold harmless, indemnity or similar obligations of any SPC in respect of Receivables sold, granted or contributed or payments made in respect thereof, are customary for transactions of this type and (c) such securitization transaction is authorized by an order of the Illinois Commerce Commission pursuant to state legislation specifically authorizing such securitizations.

"Person" means any natural person, corporation, firm, joint venture, partnership, limited liability company, association, enterprise, trust or other entity or organization, or any government or political subdivision or any agency, department or instrumentality thereof.

"Plan" means at a particular time, any employee benefit plan (other than a Multiemployer Plan) which is covered by ERISA or Section 412 of the Code and in respect of which a Borrower or a Commonly Controlled Entity is (or, if such plan were terminated at such time, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"Pricing Schedule" means the Schedule identifying the Applicable Margin and Applicable Fee Rate attached hereto and identified as such.

“Prime Rate” means a rate per annum equal to the prime rate of interest announced from time to time by JPMCB (which is not necessarily the lowest rate charged to any customer), changing when and as said prime rate changes.

“Pro Rata Share” means, with respect to a Lender, a portion equal to a fraction the numerator of which is such Lender’s Commitment at such time (in each case, as adjusted from time to time in accordance with the provisions of this Agreement) and the denominator of which is the Aggregate Commitment at such time, or, if the Aggregate Commitment has been terminated, a fraction the numerator of which is such Lender’s Revolving Credit Exposure at such time and the denominator of which is the Aggregate Revolving Credit Exposure at such time (and if there shall be no Revolving Credit Exposures at such time, the Lenders’ Pro Rata Shares shall be determined on the basis of the Revolving Credit Exposures then most recently in effect).

“Project Finance Subsidiary” means any Subsidiary created for the purpose of obtaining non-recourse financing for any operating asset that is the sole and direct obligor of Indebtedness incurred in connection with such financing. A Subsidiary shall be deemed to be a Project Finance Subsidiary only from and after the date on which such Subsidiary is expressly designated as a Project Finance Subsidiary to the Agent by written notice executed by an Authorized Officer; provided that in no event shall any Borrower be designated or deemed a Project Finance Subsidiary.

“Property” of a Person means any and all property, whether real, personal, tangible, intangible, or mixed, of such Person, or other assets owned, leased or operated by such Person.

“Purchasers” is defined in Section 12.3.1.

“Rate Management Transaction” means any transaction linked to one or more interest rates, foreign currencies, or equity prices (including an agreement with respect thereto) now existing or hereafter entered by a Borrower or a Subsidiary (other than a Project Finance Subsidiary) which is a rate swap, basis swap, forward rate transaction, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, forward transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of these transactions) or any combination thereof.

"Receivables" shall mean any accounts receivable, payment intangibles, notes receivable, right to receive future payments and related rights of an Illinois Utility or any Subsidiary of such Illinois Utility in respect of the recovery of deferred power supply costs and/or other costs through charges applied and invoiced to customers of such Illinois Utility or such Subsidiary, as authorized by an order of a public utilities commission pursuant to state legislation specifically authorizing the securitization thereof, or any interests therein.

“Regulation D” means Regulation D of the Board of Governors of the Federal Reserve System as from time to time in effect and any successor thereto or other regulation or official

interpretation of said Board of Governors relating to reserve requirements applicable to member banks of the Federal Reserve System.

"Regulation U" means Regulation U of the Board of Governors of the Federal Reserve System as from time to time in effect and any successor or other regulation or official interpretation of said Board of Governors relating to the extension of credit by banks, non-banks and non-broker lenders for the purpose of purchasing or carrying margin stocks applicable to member banks of the Federal Reserve System.

"Regulation X" means Regulation X of the Board of Governors of the Federal Reserve System as from time to time in effect and any successor or other regulation or official interpretation of said Board of Governors relating to the extension of credit by foreign lenders for the purpose of purchasing or carrying margin stock (as defined therein).

"Reportable Event" means any of the events set forth in Section 4043(c) of ERISA or the regulations issued under Section 4043 of ERISA, other than those events as to which the thirty day notice period is waived under Sections .21, .22, .23, .26, .27 or .28 of PBGC Reg. § 4043.

"Required Lenders" means Lenders in the aggregate having greater than fifty percent (50%) of the Aggregate Commitment; provided that for purposes of declaring the Loans to be due and payable pursuant to Article VIII and for all purposes after the Loans have become due and payable pursuant to Article VIII and the Aggregate Commitment has been terminated, "Required Lenders" shall mean Lenders in the aggregate holding greater than fifty percent (50%) of the Aggregate Revolving Credit Exposure.

"Reserve Requirement" means, with respect to an Interest Period, the maximum aggregate reserve requirement (including all basic, supplemental, marginal and other reserves) which is imposed under Regulation D on "Eurocurrency liabilities" (as defined in Regulation D).

"Resources" means AmerenEnergy Resources Generating Company, an Illinois corporation and a Subsidiary of the Company.

"Resources Collateral Documents" means the Resources Collateral Agency Agreement, the Resources Mortgages and each other agreement, instrument or document executed and delivered pursuant to Section 6.18.4 to secure any of the Obligations of Resources.

"Resources Collateral Agency Agreement" means the Resources Collateral Agency Agreement, substantially in the form of Exhibit L-1, made and entered into, by Resources in favor of The Bank of New York Trust Company, N.A., as collateral agent for the secured parties thereunder, as it may, subject to Section 6.20.4, be amended or modified in accordance with its terms.

"Resources Mortgaged Property" means, as of any particular time, with respect to each Resources Mortgage, all real and personal property at such time intended to be subjected to the lien of such mortgage.

"Resources Mortgages" means each of (a) the Open-Ended Mortgage, Security Agreement, Assignment, Assignment of Rents and Leases and Fixture Filing, substantially in the

form of Exhibit L-2, by Resources to The Bank of New York Trust Company, N.A., as collateral agent for the secured parties thereunder in respect of the E.D. Edwards plant in Bartonville, Illinois, as it may, subject to Section 6.20.4, be amended or modified in accordance with the terms of the Resources Collateral Agency Agreement, and (b) the Open-Ended Mortgage, Security Agreement, Assignment, Assignment of Rents and Leases and Fixture Filing, substantially in the form of Exhibit L-3, by Resources to The Bank of New York Trust Company, N.A., as collateral agent for the secured parties thereunder in respect of the Duck Creek plant in Canton, Illinois, as it may, subject to Section 6.20.4, be amended or modified in accordance with the terms of the Resources Collateral Agency Agreement.

"Restricted Payment" means any dividend or other distribution (whether in cash, securities or other property) with respect to any capital stock in any Borrower, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancelation or termination of any capital stock in any Borrower or any option, warrant or other right to acquire any such capital stock in any Borrower.

"Revolving Advance" means an Advance comprised of Revolving Loans.

"Revolving Credit Exposure" means, with respect to any Lender at any time, the sum of the outstanding principal amount of such Lender's Revolving Loans, such Lender's LC Exposure and such Lender's Swingline Exposure at such time.

"Revolving Eurodollar Advance" means a Revolving Advance comprising a Loan or Loans that bear interest at the Eurodollar Rate.

"Revolving Floating Rate Advance" means a Revolving Advance comprising a Loan or Loans that bear interest at a Floating Rate.

"Revolving Loan" means, with respect to a Lender, such Lender's loan made pursuant to its commitment to lend set forth in Section 2.1 (and any conversion or continuation thereof).

"S&P" means Standard and Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. and any successor thereto.

"Sale and Leaseback Transaction" means any sale or other transfer of Property by any Person with the intent to lease such Property as lessee.

"Schedule" refers to a specific schedule to this Agreement, unless another document is specifically referenced.

"SEC" means the Securities and Exchange Commission.

"Section" means a numbered section of this Agreement, unless another document is specifically referenced.

"SPC" means a special purpose, bankruptcy-remote Person formed for the sole and exclusive purpose of engaging in activities in connection with the purchase, sale and financing of Receivables in connection with and pursuant to a Permitted Securitization.

"Subsidiary" of a Person means (i) any corporation more than 50% of the outstanding securities having ordinary voting power of which shall at the time be owned or controlled, directly or indirectly, by such Person or by one or more of its Subsidiaries or by such Person and one or more of its Subsidiaries, or (ii) any partnership, limited liability company, association, joint venture or similar business organization more than 50% of the ownership interests having ordinary voting power of which shall at the time be so owned or controlled; provided , however , that (i) neither any Illinois Utility nor any Subsidiary of any Illinois Utility shall constitute a "Subsidiary" hereunder until the Accession Date for such Illinois Utility for any purpose of this Agreement except that (ii) CILCO and Resources and their respective Subsidiaries shall at all times constitute "Subsidiaries" of CILCORP notwithstanding that CILCO may not be a "Borrower" or a "Subsidiary" at such time. Unless otherwise expressly provided, all references herein to a "Subsidiary" shall mean a Subsidiary of the Company.

"Substantial Portion" means, with respect to the Property of a Borrower and its Subsidiaries, Property which represents more than 10% of the consolidated assets of such Borrower and its Subsidiaries or property which is responsible for more than 10% of the consolidated net sales or of the consolidated net income of such Borrower and its Subsidiaries, in each case, as would be shown in the consolidated financial statements of such Borrower and its Subsidiaries as at the end of the four fiscal quarter period ending with the fiscal quarter immediately prior to the fiscal quarter in which such determination is made (or if financial statements have not been delivered hereunder for that fiscal quarter which ends the four fiscal quarter period, then the financial statements delivered hereunder for the quarter ending immediately prior to that quarter).

"Swingline Exposure" means, at any time, the aggregate principal amount of all Swingline Loans outstanding at such time. The Swingline Exposure of any Lender at any time shall be its Pro Rata Share of the total Swingline Exposure at such time; provided that if the Aggregate Commitment has been terminated such Pro Rata Share shall be determined based on the Commitments most recently in effect, but giving effect to any subsequent assignments.

"Swingline Lender" means JPMorgan Chase Bank, N.A., in its capacity as lender of Swingline Loans hereunder.

"Swingline Loan" means a Loan made pursuant to Section 2.5.

"Syndication Agent" means Barclays Bank.

"Taxes" means any and all present or future taxes, duties, levies, imposts, deductions, charges or withholdings, and any and all liabilities with respect to the foregoing, but excluding Excluded Taxes.

"Transferee" is defined in Section 12.4.

"Transferred Letters of Credit" means, with respect to each Illinois Utility, the letters of credit outstanding as "Letters of Credit" as of the Accession Date for such Borrower under the Amended Multi-Borrower Credit Agreement.

"2005 Act" means the Public Utility Holding Company Act of 2005, as it may be amended (together with all rules, regulations and orders promulgated or otherwise issued in connection therewith).

"Type" means, with respect to any Advance, its nature as a Floating Rate Advance or Eurodollar Advance.

"Union Electric" means Union Electric Company d/b/a AmerenUE, a Missouri corporation and a Subsidiary of the Company.

"Unmatured Default" means an event which but for the lapse of time or the giving of notice, or both, would constitute a Default.

"USA Patriot Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001.

1.2. Plural Forms . The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms.

ARTICLE II

THE CREDITS

2.1. Commitment . Subject to the satisfaction of the conditions precedent set forth in Section 4.1, 4.2, 4.3 and 4.4, as applicable, each Lender severally and not jointly agrees, on the terms and conditions set forth in this Agreement, to make Revolving Loans to each Borrower from time to time from and including the Closing Date (or, in the case of any Illinois Utility, the Accession Date for such Borrower) and prior to the Availability Termination Date for such Borrower in an amount not to exceed its Pro Rata Share of the Available Aggregate Commitment; provided that (i) at no time shall the Aggregate Revolving Credit Exposure exceed the Aggregate Commitment, (ii) at no time shall the Committed Credit Exposure of any Lender exceed its Commitment and (iii) at no time shall the Borrower Credit Exposure of any Borrower exceed the Borrower Sublimit of such Borrower. Subject to the terms of this Agreement, each Borrower may, severally and not jointly with the other Borrowers, borrow, repay and reborrow Revolving Loans at any time prior to the Availability Termination Date for such Borrower. The commitment of each Lender to lend to each Borrower hereunder shall automatically expire on the Availability Termination Date for such Borrower.

2.2. Required Payments; Termination . Each Borrower, severally and not jointly with the other Borrowers, hereby unconditionally promises to pay (i) to the Agent for the account of each Lender the then unpaid principal amount of each Revolving Loan made by such Lender to such Borrower on the Availability Termination Date for such Borrower, and (ii) to the Swingline Lender the then unpaid principal amount of each Swingline Loan made to such Borrower on the earlier of the Availability Termination Date for such Borrower and the fifth Business Day after

such Swingline Loan is made; provided that on each date that a Revolving Loan is made to a Borrower, such Borrower shall repay all Swingline Loans made to such Borrower and then outstanding. Notwithstanding the termination of the Commitments under this Agreement, until all of the Obligations of each Borrower (other than contingent indemnity obligations) shall have been fully paid and satisfied and all financing arrangements between each Borrower and the Lenders hereunder and under the other Loan Documents shall have been terminated, all of the rights and remedies with respect to such Borrower and its Obligations under this Agreement and the other Loan Documents shall survive.

2.3. Loans . Each Advance hereunder shall consist of (a) Revolving Loans made by the Lenders ratably in accordance with their Pro Rata Shares of the Aggregate Commitment, or (b) Swingline Loans.

2.4. [omitted] .

2.5. Swingline Loans .

(a) Subject to the terms and conditions set forth herein, the Swingline Lender agrees to make Swingline Loans to each Borrower from time to time from and including the Closing Date (or, in the case of any Illinois Utility, the Accession Date for such Borrower) and prior to the Availability Termination Date for such Borrower, in an amount that will not result in the Swingline Exposure exceeding $200,000,000; provided that (i) at no time shall the Aggregate Revolving Credit Exposure exceed the Aggregate Commitment, (ii) at no time shall the Committed Credit Exposure of any Lender exceed its Commitment, (iii) at no time shall the Borrower Credit Exposure of any Borrower exceed the Borrower Sublimit of such Borrower and (iv) at no time shall the outstanding Swingline Loans made to any Borrower exceed the Borrower Swingline Sublimit of such Borrower; and provided further that the Swingline Lender shall not be required to make a Swingline Loan to refinance an outstanding Swingline Loan. Within the foregoing limits and subject to the terms and conditions set forth herein, each Borrower may, severally and not jointly with the other Borrowers, borrow, prepay and reborrow Swingline Loans.

(b) Each Swingline Loan shall bear interest at (i) the rate per annum applicable to Floating Rate Advances or (ii) any other rate per annum (computed on the basis of the actual number of days elapsed over a year of 360 days) which shall be quoted by the Swingline Lender on the date such Loan is made and accepted by the applicable Borrower as provided in this Section 2.5; provided , that commencing on any date on which the Swingline Lender requires the Lenders to acquire participations in a Swingline Loan pursuant to Section 2.5(d), such Loan shall bear interest at the rate per annum applicable to Floating Rate Advances.

(c) To request a Swingline Loan, the applicable Borrower shall notify the Swingline Lender of such request by telephone (confirmed by telecopy), not later than 12:00 noon, New York time, on the day of a proposed Swingline Loan. Each such notice shall be irrevocable and shall specify the requested date (which shall be a Business Day) and amount of the requested Swingline Loan. If so requested by the applicable Borrower, the Swingline Lender will quote an interest rate that, if accepted by such Borrower, will be applicable to the requested Swingline Loan, and such Borrower will promptly notify the Swingline Lender in the event it accepts such

rate. The Swingline Lender will promptly advise the Agent of any such notice received from such Borrower. The Swingline Lender shall make each Swingline Loan available to such Borrower by means of a credit to an account with the Swingline Lender specified by such Borrower by 3:00 p.m., New York time, on the requested date of such Swingline Loan.

(d) The Swingline Lender may by written notice given to the Agent not later than 10:00 a.m., New York time, on any Business Day require the Lenders to acquire participations on such Business Day in all or a portion of the Swingline Loans outstanding. Such notice shall specify the aggregate amount of Swingline Loans in which Lenders will participate. Promptly upon receipt of such notice, the Agent will give notice thereof to each Lender, specifying in such notice such Lender's Pro Rata Share of such Swingline Loan or Loans. Each Lender hereby absolutely and unconditionally agrees, upon receipt of notice as provided above, to pay to the Agent, for the account of the Swingline Lender, such Lender's Pro Rata Share of such Swingline Loan or Loans. Each Lender acknowledges and agrees that its obligation to acquire participations in Swingline Loans pursuant to this paragraph is absolute and unconditional and shall not be affected by any circumstance whatsoever, including the occurrence and continuance of a Default or reduction or termination of the Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever. Each Lender shall comply with its obligation under this paragraph by wire transfer of immediately available funds, in the same manner as provided in Section 2.11 with respect to Loans made by such Lender (and Section 2.11 shall apply, mutatis mutandis , to the payment obligations of the Lenders), and the Agent shall promptly pay to the Swingline Lender the amounts so received by it from the Lenders. The Agent shall notify the applicable Borrower of any participation in any Swingline Loan acquired pursuant to this paragraph. Any amounts received by the Swingline Lender from such Borrower (or other party on behalf of such Borrower) in respect of a Swingline Loan after receipt by the Swingline Lender of the proceeds of a sale of participation therein shall be promptly remitted to the Agent; any such amounts received by the Agent shall be promptly remitted by the Agent to the Lenders that shall have made their payments pursuant to this paragraph and to the Swingline Lender, as their interests may appear. The purchase of participations in a Swingline Loan pursuant to this paragraph shall not relieve such Borrower of any default in the payment thereof.

2.6. Letters of Credit .

(a) General . Subject to the terms and conditions set forth herein, each Borrower may request the issuance of Letters of Credit for its own account in a form reasonably acceptable to the Agent and the applicable Issuing Bank, at any time and from time to time prior to the Availability Termination Date for such Borrower. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any form of letter of credit application or other agreement submitted by a Borrower to, or entered into by a Borrower with, an Issuing Bank relating to any Letter of Credit, the terms and conditions of this Agreement shall control. On the Accession Date for each Illinois Utility, each Issuing Bank that has issued a Transferred Letter of Credit shall be deemed, without further action by any party hereto, to have granted to each Lender, and each Lender shall have been deemed to have purchased from such Issuing Bank, a participation in such Transferred Letter of Credit in accordance with paragraph (d) below. The Issuing Banks that are also party to the Amended Multi-Borrower Credit Agreement agree that, concurrently with such grant, the participations in

the Transferred Letters of Credit granted to the lenders under the Amended Multi-Borrower Credit Agreement shall be automatically canceled without further action by any of the parties thereto. On and after the applicable Accession Date each Transferred Letter of Credit shall constitute a Letter of Credit for all purposes hereof. Any Lender that issued a Transferred Letter of Credit but shall not have entered into an Issuing Bank Agreement shall have the rights of an Issuing Bank as to such Letter of Credit for purposes of this Section 2.6.

(b) Notice of Issuance, Amendment, Renewal, Extension; Certain Conditions . To request the issuance of a Letter of Credit (or the amendment, renewal or extension of an outstanding Letter of Credit), the applicable Borrower shall hand deliver or telecopy (or transmit by electronic communication, if arrangements for doing so have been approved by the applicable Issuing Bank) to the applicable Issuing Bank and the Agent (reasonably in advance of the requested date of issuance, amendment, renewal or extension) a notice requesting the issuance of a Letter of Credit, or identifying the Letter of Credit to be amended, renewed or extended, and specifying the date of issuance, amendment, renewal or extension (which shall be a Business Day), the date on which such Letter of Credit is to expire (which shall comply with paragraph (c) of this Section), the amount of such Letter of Credit, the account party or account parties with respect to such Letter of Credit, the name and address of the beneficiary thereof and such other information as shall be necessary to prepare, amend, renew or extend such Letter of Credit. If requested by the applicable Issuing Bank, such Borrower also shall submit a letter of credit application on such Issuing Bank's standard form in connection with any request for a Letter of Credit. A Letter of Credit shall be issued, amended, renewed or extended only if (and upon issuance, amendment, renewal or extension of each Letter of Credit, such Borrower shall be deemed to represent and warrant that), after giving effect to such issuance, amendment, renewal or extension (i) the Aggregate Revolving Credit Exposure will not exceed the Aggregate Commitment, (ii) the Committed Credit Exposure of any Lender will not exceed its Commitment, (iii) the Borrower Credit Exposure of any Borrower will not exceed the Borrower Sublimit of such Borrower and (iv) the portion of the LC Exposure attributable to Letters of Credit issued by the applicable Issuing Bank will not exceed the LC Commitment of such Issuing Bank. If the Required Lenders notify the Issuing Banks that a Default exists and instruct the Issuing Banks to suspend the issuance, amendment, renewal or extension of Letters of Credit, no Issuing Bank shall issue, amend, renew or extend any Letter of Credit without the consent of the Required Lenders until such notice is withdrawn by the Required Lenders (and each Lender that shall have delivered such notice agrees promptly to withdraw it at such time as no Default exists).

(c) Expiration Date . Each Letter of Credit shall expire at or prior to the close of business on the earlier of (i) the date one year after the date of the issuance of such Letter of Credit (or, in the case of any renewal or extension thereof, one year after such renewal or extension), (ii) the Availability Termination Date for the applicable Borrower and (iii) the date that is five Business Days prior to the Commitment Termination Date; provided that, with the prior consent of the Agent and the applicable Issuing Bank, a Letter of Credit may be extended beyond the Availability Termination Date for the applicable Borrower or the fifth Business Day prior to the Commitment Termination Date, as applicable, so long as the applicable Borrower has deposited in an account with the Agent, in the name of the Agent and for the benefit of the Lenders and such Issuing Bank, as cash collateral pursuant to documentation reasonably satisfactory to the Agent and such Issuing Bank, an amount in cash equal to the aggregate

amount of all of its outstanding Letters of Credit with an expiration date later than the Availability Termination Date for the applicable Borrower or the fifth Business Day prior to the Commitment Termination Date, as applicable.

(d) Participations . Effective with respect to the Transferred Letters of Credit upon the occurrence of the applicable Accession Date, and effective upon the issuance of each other Letter of Credit (or any amendment thereto increasing the amount thereof) and without any further action on the part of the applicable Issuing Bank or the Lenders, such Issuing Bank hereby grants to each Lender, and each Lender hereby acquires from such Issuing Bank, a participation in such Letter of Credit equal to such Lender's Pro Rata Share of the aggregate amount available to be drawn under such Letter of Credit. In consideration and in furtherance of the foregoing, each Lender hereby absolutely and unconditionally agrees to pay to the Agent, for the account of such Issuing Bank, such Lender's Pro Rata Share of each LC Disbursement made by such Issuing Bank and not reimbursed by the applicable Borrower on the date due as provided in paragraph (e) of this Section, or of any reimbursement payment required to be refunded to the applicable Borrower for any reason. Each Lender acknowledges and agrees that its obligation to acquire participations pursuant to this paragraph in respect of Letters of Credit is absolute and unconditional and shall not be affected by any circumstance whatsoever, including any amendment, renewal or extension of any Letter of Credit or the occurrence and continuance of a Default or reduction or termination of the Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever.

(e) Reimbursement . If an Issuing Bank shall make any LC Disbursement in respect of a Letter of Credit, the applicable Borrower shall reimburse such LC Disbursement by paying to the Agent an amount equal to such LC Disbursement not later than 12:00 noon, New York City time, on the date that such LC Disbursement is made, if such Borrower shall have received notice of such LC Disbursement prior to 10:00 a.m., New York City time, on such date, or, if such notice has not been received by such Borrower prior to such time on such date, then not later than 12:00 noon, New York City time, on (i) the Business Day that such Borrower receives such notice, if such notice is received prior to 10:00 a.m., New York City time, on the day of receipt, or (ii) the Business Day immediately following the day that such Borrower receives such notice, if such notice is not received prior to such time on the day of receipt; provided that, if such LC Disbursement is not less than $1,000,000, such Borrower may, subject to the conditions to borrowing set forth herein, request in accordance with Section 2.1 or 2.5 that such payment be financed with a Floating Rate Advance or Swingline Loan in an equivalent amount and, to the extent so financed, such Borrower's obligation to make such payment shall be discharged and replaced by the resulting Floating Rate Advance or Swingline Loan. If such Borrower fails to make such payment when due, the Agent shall notify each Lender of the applicable LC Disbursement, the payment then due from such Borrower in respect thereof and such Lender's Pro Rata Share thereof. Promptly following receipt of such notice, each Lender shall pay to the Agent its Pro Rata Share of the payment then due from such Borrower, in the same manner as provided in Section 2.11 with respect to Loans made by such Lender (and Section 2.11 shall apply, mutatis mutandis , to the payment obligations of the Lenders), and the Agent shall promptly pay to such Issuing Bank the amounts so received by it from the Lenders. Promptly following receipt by the Agent of any payment from such Borrower pursuant to this paragraph, the Agent shall distribute such payment to such Issuing Bank or, to the extent that Lenders have made payments pursuant to this paragraph to reimburse

such Issuing Bank, then to such Lenders and such Issuing Bank as their interests may appear. Any payment made by a Lender pursuant to this paragraph to reimburse an Issuing Bank for any LC Disbursement (other than the funding of a Floating Rate Advance or a Swingline Loan as contemplated above) shall not constitute a Loan and shall not relieve such Borrower of its obligation to reimburse such LC Disbursement.

(f) Obligations Absolute . Each Borrower's obligation to reimburse LC Disbursements as provided in paragraph (e) of this Section shall be several, shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Letter of Credit or this Agreement, or any term or provision therein, (ii) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (iii) payment by an Issuing Bank under a Letter of Credit against presentation of a draft or other document that does not comply with the terms of such Letter of Credit, or (iv) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section, constitute a legal or equitable discharge of, or provide a right of setoff against, such Borrower's obligations hereunder. None of the Agent, the Lenders or the Issuing Banks, or any of their respective affiliates, directors, officers or employees, shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms or any consequence arising from causes beyond the control of the applicable Issuing Bank; provided that the foregoing shall not be construed to excuse an Issuing Bank from liability to a Borrower to the extent of any direct damages (as opposed to consequential damages, claims in respect of which are hereby waived by each Borrower to the extent permitted by applicable law) suffered by such Borrower that are caused by such Issuing Bank's failure to exercise care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that, in the absence of gross negligence or willful misconduct on the part of an Issuing Bank (as finally determined by a court of competent jurisdiction), an Issuing Bank shall be deemed to have exercised care in each such determination. In furtherance of the foregoing and without limiting the generality thereof and subject to any non-waivable provisions of the laws and/or other rules to which a Letter of Credit is subject, the parties agree that, with respect to documents presented which appear on their face to be in substantial compliance with the terms of a Letter of Credit, an Issuing Bank may, in its sole discretion, either accept and make payment upon such documents without responsibility for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit.

(g) Disbursement Procedures . The applicable Issuing Bank shall, promptly following its receipt thereof, examine all documents purporting to represent a demand for payment under a Letter of Credit. Such Issuing Bank shall promptly notify the Agent and the applicable Borrower by telephone (confirmed by telecopy) of such demand for payment and whether such

Issuing Bank has made or will make an LC Disbursement thereunder; provided that any failure to give or delay in giving such notice shall not relieve such Borrower of its obligation to reimburse such Issuing Bank and the Lenders with respect to any such LC Disbursement.

(h) Interim Interest . If an Issuing Bank shall make any LC Disbursement, then, unless the applicable Borrower shall reimburse such LC Disbursement in full on the date such LC Disbursement is made, the unpaid amount thereof shall bear interest, for each day from and including the date such LC Disbursement is made to but excluding the date that such Borrower reimburses such LC Disbursement, at the rate per annum then applicable to Floating Rate Advances; provided that, if such Borrower fails to reimburse such LC Disbursement when due pursuant to paragraph (e) of this Section, then Section 2.14 shall apply. Interest accrued pursuant to this paragraph shall be for the account of such Issuing Bank, except that interest accrued on and after the date of payment by any Lender pursuant to paragraph (e) of this Section to reimburse such Issuing Bank shall be for the account of such Lender to the extent of such payment.

(i) Cash Collateralization . If any Default with respect to a Borrower shall occur and be continuing, on the Business Day that such Borrower receives notice from the Agent or the Required Lenders (or, if the maturity of the Loans has been accelerated, Lenders with LC Exposures representing greater than 50% of the total LC Exposure) demanding the deposit of cash collateral pursuant to this paragraph, such Borrower shall deposit in an account with the Agent, in the name of the Agent and for the benefit of the Lenders, an amount in cash equal to the portion of the LC Exposure as of such date attributable to Letters of Credit issued for the account of such Borrower; provided that the obligation to deposit such cash collateral shall become effective immediately, and such deposit shall become immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Default with respect to such Borrower described in Sections 7.6 or 7.7. Such deposit shall be held by the Agent as collateral for the payment and performance of the Obligations of such Borrower under this Agreement. The Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and sole discretion of the Agent and at such Borrower's risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in such account shall be applied by the Agent to reimburse each Issuing Bank for LC Disbursements under Letters of Credit issued for the account of such Borrower for which it has not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of future reimbursement obligations under Letters of Credit issued for the account of such Borrower or, if the maturity of the Loans has been accelerated (but subject to the consent of Lenders with LC Exposures representing greater than 50% of the total LC Exposure), be applied to satisfy other Obligations of such Borrower under this Agreement. If any Borrower is required to provide an amount of cash collateral hereunder as a result of the occurrence of a Default with respect to such Borrower, such amount (to the extent not applied as aforesaid) shall be returned to such Borrower within three Business Days after all Defaults with respect to such Borrower have been cured or waived. If at any time the cash collateral of any Borrower shall exceed such portion of the LC Exposure as of such date attributable to Letters of Credit issued for the account of such Borrower, the Agent shall apply such excess funds to the payment of such Borrower's Obligations or (i) if no such Obligations are then due and owing and no Default

with respect to such Borrower shall exist, shall release such excess funds to such Borrower or (ii) if no such Obligations are outstanding (other than contingent Obligations in respect of Letters of Credit which are fully collateralized), such excess amount shall be released to such Borrower notwithstanding the existence of a Default in respect of such Borrower.

(j) Designation of Additional Issuing Banks . From time to time, the Borrowers may by notice to the Agent and the Lenders designate as additional Issuing Banks one or more Lenders that agree to serve in such capacity as provided below. The acceptance by a Lender of any appointment as an Issuing Bank hereunder shall be evidenced by an agreement (an " Issuing Bank Agreement "), which shall be in a form satisfactory to the Borrowers and the Agent, shall set forth the LC Commitment of such Lender and shall be executed by such Lender, the Borrowers and the Agent and, from and after the effective date of such agreement, (i) such Lender shall have all the rights and obligations of an Issuing Bank under this Agreement and the other Loan Documents and (ii) references herein and in the other Loan Documents to the term "Issuing Bank" shall be deemed to include such Lender in its capacity as an Issuing Bank.

2.7. Types of Advances . Revolving Advances may be Floating Rate Advances or Eurodollar Advances, or a combination thereof, selected by the applicable Borrower in accordance with Sections 2.11 and 2.12. Swingline Loans will be Floating Rate Advances or will bear interest at such other rate per annum as shall be agreed as provided in Section 2.5.

2.8. Facility Fee; Letter of Credit Fees; Reductions in Aggregate Commitment and Borrower Sublimits .

2.8.1 Facility Fee . Each of the Illinois Utilities and the Borrowers agrees, severally and not jointly, to pay to the Agent for the account of each Lender a facility fee (the "Facility Fee") at a per annum rate equal to, in the case of each Illinois Utility and Borrower, the Applicable Fee Rate for it on its Contribution Percentage of such Lender's Commitment (whether used or unused) from and including the Closing Date to and including the first date following the Closing Date (or, in the case of each Illinois Utility, its Accession Date) on which both the Borrower Credit Exposure and the Borrower Sublimit of such Illinois Utility or Borrower shall be zero or, in the case of any Illinois Utility that shall not have become a Borrower on or before the first anniversary of the Closing Date, such first anniversary, payable quarterly in arrears on each Payment Date hereafter and on the Commitment Termination Date, provided that, if any Lender continues to have Revolving Credit Exposure outstanding hereunder after the termination of its Commitment (including, without limitation, during any period when Loans or Letters of Credit may be outstanding but new Loans or Letters of Credit may not be borrowed or issued hereunder), then the Facility Fee shall continue to accrue on the aggregate principal amount of the Revolving Credit Exposure of such Lender until such Lender ceases to have any Revolving Credit Exposure and shall be payable on demand.

2.8.2 Letter of Credit Fees . Each Borrower agrees, severally and not jointly with the other Borrowers, to pay (i) to the Agent for the account of

each Lender a participation fee with respect to its participations in Letters of Credit issued for the account of such Borrower (the "LC Participation Fee"), which shall accrue at the Applicable Fee Rate on the average daily amount of that portion of such Lender's LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) attributable to Letters of Credit issued for the account of such Borrower during the period from and including the Closing Date (or, in the case of each Illinois Utility, its Accession Date) to but excluding the later of the date on which such Lender's Commitment terminates and the date on which such Lender ceases to have any LC Exposure, and (ii) to each Issuing Bank a fronting fee, which shall accrue at the rate or rates per annum separately agreed upon between such Borrower and such Issuing Bank on the average daily amount of the LC Exposure attributable to Letters of Credit issued by such Issuing Bank for the account of such Borrower (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Closing Date (or, in the case of an Illinois Utility, its Accession Date) to but excluding the later of the date of termination of such Issuing Bank's LC Commitment and the date on which there ceases to be any LC Exposure attributable to Letters of Credit issued by such Issuing Bank, as well as each Issuing Bank's standard fees with respect to the issuance, amendment, renewal or extension of any Letter of Credit issued by such Issuing Bank for the account of such Borrower or processing of drawings thereunder. LC Participation Fees and fronting fees accrued through and including the last day of March, June, September and December of each year shall be payable on the third Business Day following such last day, commencing on the first such date to occur after the Closing Date; provided that all such fees accrued for the account of any Borrower shall be payable on the Availability Termination Date for such Borrower and any such fees accruing after the Availability Termination Date for such Borrower shall be payable on demand. Any other fees payable to an Issuing Bank pursuant to this paragraph shall be payable promptly upon receipt of an invoice therefor.

2.8.3 Termination of and Reductions in Aggregate Commitment and Borrower Sublimits . The Aggregate Commitment and the Commitment of each Lender will automatically terminate on the Commitment Termination Date. The Company may permanently reduce the Aggregate Commitment and each Borrower, or the Company on its behalf, may permanently reduce its respective Borrower Sublimit, in whole or in part, ratably among the Lenders in integral multiples of $5,000,000, upon at least ten (10) Business Days' written notice to the Agent, which notice shall specify the amount of any such reduction, provided , however , that (i) the amount of the Aggregate Commitment may not be reduced below the Aggregate Revolving Credit Exposure and (ii) the Borrower Sublimit of any Borrower may not be reduced below the Borrower Credit Exposure of such Borrower.

2.9. Minimum Amount of Each Advance . Each Eurodollar Advance shall be in the minimum amount of $5,000,000 (and in multiples of $1,000,000 if in excess thereof), and each

Floating Rate Advance shall be in the minimum amount of $5,000,000 (and in multiples of $1,000,000 if in excess thereof), provided , however , that (i) any Floating Rate Advance may be in the amount of the Available Aggregate Commitment and (ii) any Floating Rate Advance to a Borrower may be in the amount equal to the lesser of the Available Aggregate Commitment and the amount by which the Borrower Sublimit of such Borrower exceeds the Borrower Credit Exposure of such Borrower

2.10. Optional Principal Payments . Each Borrower may from time to time pay, without penalty or premium, all outstanding Floating Rate Advances of such Borrower, or any portion of such outstanding Floating Rate Advances, in a minimum aggregate amount of $5,000,000 or any integral multiple of $1,000,000 in excess thereof, upon one (1) Business Day's prior notice to the Agent. Each Borrower may from time to time pay, subject to the payment of any funding indemnification amounts required by Section 3.4 but without penalty or premium, all outstanding Eurodollar Advances of such Borrower, or, in a minimum aggregate amount of $5,000,000 or any integral multiple of $1,000,000 in excess thereof, any portion of such outstanding Eurodollar Advances upon three (3) Business Days' prior notice to the Agent.

2.11. Method of Selecting Types and Interest Periods for New Revolving Advances . The applicable Borrower shall select the Type of each Revolving Advance and, in the case of each Revolving Eurodollar Advance, the Interest Period applicable thereto; provided that there shall be no more than three (3) Interest Periods in effect with respect to all of the Revolving Loans of any single Borrower at any time, unless such limit has been waived by the Agent in its sole discretion. The applicable Borrower shall give the Agent irrevocable notice (a "Borrowing Notice") not later than 11:00 a.m. (New York time) on the Borrowing Date of each Revolving Floating Rate Advance and three Business Days before the Borrowing Date for each Revolving Eurodollar Advance, specifying:

(i) the Borrower requesting such Borrowing,

(ii) the Borrowing Date, which shall be a Business Day, of such Advance,

(iii) the aggregate amount of such Advance,

(iv) the Type of Advance selected, and

(v) in the case of each Eurodollar Advance, the Interest Period applicable thereto.

The Agent shall provide written notice of each request for borrowing under this Section 2.11 by 11:00 a.m. (New York time) (or, if later, within one hour after receipt of the applicable Borrowing Notice from such Borrower) on each Borrowing Date for each Floating Rate Advance or on the third Business Day prior to each Borrowing Date for each Eurodollar Advance, as applicable. Not later than 1:00 p.m. (New York time) on each Borrowing Date, each Lender shall make available its Revolving Loan or Revolving Loans in Federal or other funds immediately available in New York to the Agent at its address specified pursuant to Article XIII. The Agent will promptly make the funds so received from the Lenders available to such Borrower at the Agent's aforesaid address.

2.12. Conversion and Continuation of Outstanding Revolving Advances; No Conversion or Continuation of Revolving Eurodollar Advances After Default . Revolving Floating Rate Advances shall continue as Floating Rate Advances unless and until such Revolving Floating Rate Advances are converted into Revolving Eurodollar Advances pursuant to this Section 2.12 or are repaid in accordance with Section 2.10. Each Revolving Eurodollar Advance shall continue as a Eurodollar Advance until the end of the then applicable Interest Period therefor, at which time such Revolving Eurodollar Advance shall be automatically converted into a Revolving Floating Rate Advance unless (x) such Revolving Eurodollar Advance is or was repaid in accordance with Section 2.10 or (y) the applicable Borrower shall have given the Agent a Conversion/Continuation Notice (as defined below) requesting that, at the end of such Interest Period, such Revolving Eurodollar Advance continue as a Revolving Eurodollar Advance for the same or another Interest Period. Subject to the terms of Section 2.9, a Borrower may elect from time to time to convert all or any part of a Revolving Advance of any Type into any other Type or Types of Advances; provided that any conversion of any Revolving Eurodollar Advance shall be made on, and only on, the last day of the Interest Period applicable thereto. Notwithstanding anything to the contrary contained in this Section 2.12, during the continuance of a Default or an Unmatured Default with respect to a Borrower, the Agent may (or shall at the direction of the Required Lenders), by notice to such Borrower, declare that no Revolving Advance of such Borrower may be made, converted or continued as a Eurodollar Advance. The applicable Borrower shall give the Agent irrevocable notice (a "Conversion/Continuation Notice") of each conversion of a Revolving Advance or continuation of a Revolving Eurodollar Advance not later than 11:00 a.m. (New York time) at least one (1) Business Day, in the case of a conversion into a Revolving Floating Rate Advance, or three (3) Business Days, in the case of a conversion into or continuation of a Revolving Eurodollar Advance, prior to the date of the requested conversion or continuation, specifying:

(i) the requested date, which shall be a Business Day, of such conversion or continuation,

(ii) the aggregate amount and Type of the Advance to be converted or continued, and

(iii) the amount of the Advance to be converted into or continued as a Eurodollar Advance and the duration of the Interest Period applicable thereto.

This Section shall not apply to Swingline Loans, which may not be converted or continued.

2.13. Interest Rates, etc. Each Floating Rate Advance shall bear interest on the outstanding principal amount thereof, for each day from and including the date such Advance is made or is automatically converted from a Eurodollar Advance into a Floating Rate Advance pursuant to Section 2.12, to but excluding the date it is paid or is converted into a Eurodollar Advance pursuant to Section 2.12, at a rate per annum equal to the Floating Rate for such day. Changes in the rate of interest on that portion of any Advance maintained as a Floating Rate Advance will take effect simultaneously with each change in the Alternate Base Rate. Each Eurodollar Advance shall bear interest on the outstanding principal amount thereof from and including the first day of each Interest Period applicable thereto to (but not including) the earlier of the last day of such Interest Period or the date it is paid in accordance with Section 2.10 at the Eurodollar Rate determined by the Agent as applicable to such Eurodollar Advance based upon

the applicable Borrower's selections under Sections 2.11 and 2.12 and otherwise in accordance with the terms hereof.

2.14. Rates Applicable After Default . During the continuance of a Default with respect to any Borrower, the Required Lenders may, at their option, by notice to such Borrower (which notice may be revoked at the option of the Required Lenders notwithstanding any provision of Section 8.2 requiring unanimous consent of the Lenders to changes in interest rates), declare that (i) each Eurodollar Advance shall bear interest for the remainder of the applicable Interest Period at the rate otherwise applicable during such Interest Period plus 2% per annum and (ii) each Floating Rate Advance shall bear interest at a rate per annum equal to the Floating Rate in effect from time to time plus 2% per annum, provided that, during the continuance of a Default with respect to any Borrower under Section 7.6 or 7.7, the interest rates set forth in clauses (i) and (ii) above shall be applicable to all Advances, fees and other Obligations of such Borrower hereunder without any election or action on the part of the Agent or any Lender.

2.15. Funding of Loans; Method of Payment . All payments of the Obligations hereunder shall be made, without setoff, deduction or counterclaim, in immediately available funds to the Agent at the Agent's address specified pursuant to Article XIII, or at any other Lending Installation of the Agent specified in writing by the Agent, by 12:00 noon (New York time) on the date when due and shall be applied ratably by the Agent among the Lenders. Each payment delivered to the Agent for the account of any Lender shall be delivered promptly by the Agent to such Lender in the same type of funds that the Agent received at its address specified pursuant to Article XIII or at any Lending Installation specified in a notice received by the Agent from such Lender. The Agent is hereby authorized to charge the account of any Borrower maintained with JPMCB for each payment of principal, interest and fees owed by such Borrower as it becomes due hereunder.

2.16. Noteless Agreement; Evidence of Indebtedness . (i) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of each Borrower to such Lender resulting from each Loan made by such Lender to such Borrower from time to time, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(ii) The Agent shall also maintain accounts in which it will record (a) the date and the amount of each Loan made to each Borrower hereunder, the Type thereof and the Interest Period (in the case of a Eurodollar Advance) with respect thereto, (b) the amount of any principal or interest due and payable or to become due and payable from each Borrower to each Lender hereunder, (c) the effective date and amount of each Assignment Agreement delivered to and accepted by it pursuant to Section 12.3 and the parties thereto, (d) the amount of any sum received by the Agent hereunder from each Borrower and each Lender's share thereof, and (e) all other appropriate debits and credits as provided in this Agreement, including, without limitation, all fees, charges, expenses and interest.

(iii) The entries maintained in the accounts maintained pursuant to paragraphs (i) and (ii) above shall be prima facie evidence absent manifest error of the existence and amounts of the Obligations therein recorded; provided , however , that the failure .

of the Agent or any Lender to maintain such accounts or any error therein shall not in any manner affect the obligation of such Borrower to repay the Obligations in accordance with their terms

(iv) Any Lender may request that its Loans be evidenced by a promissory note in substantially the form of Exhibit E (a "Note"). In such event, the applicable Borrower shall prepare, execute and deliver to such Lender such Note payable to the order of such Lender. Thereafter, the Loans evidenced by such Note and interest thereon shall at all times (prior to any assignment pursuant to Section 12.3) be represented by one or more Notes payable to the order of the payee named therein, except to the extent that any such Lender subsequently returns any such Note for cancellation and requests that such Loans once again be evidenced as described in paragraphs (i) and (ii) above.

2.17. Telephonic Notices . Each Borrower hereby authorizes the Lenders and the Agent to extend, convert or continue Advances, effect selections of Types of Advances and to transfer funds based on telephonic notices made by any person or persons the Agent or any Lender in good faith believes to be acting on behalf of such Borrower, it being understood that the foregoing authorization is specifically intended to allow Borrowing Notices and Conversion/Continuation Notices to be given telephonically. Each Borrower agrees to deliver promptly to the Agent a written confirmation, signed by an Authorized Officer, if such confirmation is requested by the Agent or any Lender, of each telephonic notice. If the written confirmation differs in any material respect from the action taken by the Agent and the Lenders, the records of the Agent and the Lenders shall govern absent manifest error.

2.18. Interest Payment Dates; Interest and Fee Basis . Interest accrued on each Floating Rate Advance shall be payable in arrears on each Payment Date, commencing with the first such date to occur after the Closing Date, on any date on which such Floating Rate Advance is prepaid, whether due to acceleration or otherwise, and at maturity. Interest accrued on that portion of the outstanding principal amount of any Floating Rate Advance converted into a Eurodollar Advance on a day other than a Payment Date shall be payable on the date of conversion. Interest accrued on each Eurodollar Advance shall be payable on the last day of each applicable Interest Period, on any date on which the Eurodollar Advance is prepaid, whether by acceleration or otherwise, and at maturity. Interest accrued on each Eurodollar Advance having an Interest Period longer than three months shall also be payable on the last day of each three-month interval during such Interest Period. Interest accrued on each Swingline Loan shall be payable on the day that such Loan is required to be repaid. Interest accrued on any Advance that is not paid when due shall be payable on demand and on the date of payment in full. Interest on Eurodollar Advances and fees hereunder shall be calculated for actual days elapsed on the basis of a 360-day year. Interest on Floating Rate Advances shall be calculated for actual days elapsed on the basis of a 365/366-day year. Interest shall be payable for the day an Advance is made but not for the day of any payment on the amount paid if payment is received prior to 12:00 noon (New York time) at the place of payment. If any payment of principal of or interest on an Advance, any fees or any other amounts payable to the Agent or any Lender hereunder shall become due on a day which is not a Business Day, such payment shall be made on the next succeeding Business Day and, in the case of principal payment, such

extension of time shall be included in computing interest, fees and commissions in connection with such payment.

2.19. Notification of Advances, Interest Rates, Prepayments and Commitment Reductions; Availability of Loans . Promptly after receipt thereof, the Agent will notify each Lender in writing of the contents of each Aggregate Commitment or Borrower Sublimit reduction notice, Borrowing Notice, Conversion/Continuation Notice, and repayment notice received by it hereunder. The Agent will notify the applicable Borrower and each Lender of the interest rate applicable to each Revolving Eurodollar Advance promptly upon determination of such interest rate and will give each Borrower and each Lender prompt notice of each change in the Alternate Base Rate.

2.20. Lending Installations . Each Lender may book its Loans at any Lending Installation selected by such Lender and may change its Lending Installation from time to time. All terms of this Agreement shall apply to any such Lending Installation and the Loans and any Notes issued hereunder shall be deemed held by each Lender for the benefit of any such Lending Installation. Each Lender may, by written notice to the Agent and the Borrowers in accordance with Article XIII, designate replacement or additional Lending Installations through which Loans will be made by it and for whose account Loan payments are to be made.

2.21. Non-Receipt of Funds by the Agent . Unless the applicable Borrower or a Lender, as the case may be, notifies the Agent prior to the date (or, in the case of a Lender with respect to a Revolving Floating Rate Advance under Section 2.11, prior to the time) on which it is scheduled to make payment to the Agent of (i) in the case of a Lender, the proceeds of a Loan or any payment under Section 2.5(d) or 2.6 (e) or (ii) in the case of a Borrower, a payment of principal, interest or fees to the Agent for the account of the Lenders, that it does not intend to make such payment, the Agent may assume that such payment has been made. The Agent may, but shall not be obligated to, make the amount of such payment available to the intended recipient in reliance upon such assumption. If such Lender or such Borrower, as the case may be, has not in fact made such payment to the Agent, the recipient of such payment shall, on demand by the Agent, repay to the Agent the amount so made available together with interest thereon in respect of each day during the period commencing on the date such amount was so made available by the Agent until the date the Agent recovers such amount at a rate per annum equal to (x) in the case of payment by a Lender, the Federal Funds Effective Rate for such day for the first three days and, thereafter, the interest rate applicable to the relevant Loan or (y) in the case of payment by a Borrower, the interest rate applicable to the relevant Loan.

2.22. Replacement of Lender . If any Borrower is required pursuant to Section 3.1, 3.2 or 3.5 to make any additional payment to any Lender or if any Lender's obligation to make or continue, or to convert Floating Rate Advances into, Eurodollar Advances shall be suspended pursuant to Section 3.3 (any Lender so affected an "Affected Lender"), the Borrowers may elect, if such amounts continue to be charged or such suspension is still effective, to terminate or replace the Commitment of such Affected Lender, provided that no Default or Unmatured Default shall have occurred and be continuing at the time of such termination or replacement, and provided further that, concurrently with such termination or replacement, (i) if the Affected Lender is being replaced, another bank or other entity which is reasonably satisfactory to the Borrowers and the Agent shall agree, as of such date, to purchase for cash at face amount the

Revolving Credit Exposure of the Affected Lender pursuant to an Assignment Agreement substantially in the form of Exhibit C and to become a Lender for all purposes under this Agreement and to assume all obligations of the Affected Lender to be terminated as of such date and to comply with the requirements of Section 12.3 applicable to assignments, and (ii) each Borrower shall pay to such Affected Lender in immediately available funds on the day of such replacement (A) all interest, fees and other amounts then accrued but unpaid to such Affected Lender by such Borrower hereunder to and including the date of termination, including without limitation payments due to such Affected Lender under Sections 3.1, 3.2 and 3.5, and (B) an amount, if any, equal to the payment which would have been due to such Lender on the day of such replacement under Section 3.4 had the Loans of such Affected Lender been prepaid on such date rather than sold to the replacement Lender, in each case to the extent not paid by the purchasing lender and (iii) if the Affected Lender is being terminated, each Borrower shall pay to such Affected Lender all Obligations due from such Borrower to such Affected Lender (including the amounts described in the immediately preceding clauses (i) and (ii) plus the outstanding principal balance of such Affected Lender's Advances and the amount of such Lender's funded participations in unreimbursed LC Disbursements). Notwithstanding the foregoing, the Borrowers may not terminate the Commitment of an Affected Lender if, after giving effect to such termination, (x) the Aggregate Revolving Credit Exposure would exceed the Aggregate Commitment, or (y) the Borrower Credit Exposure of any Borrower would exceed the Borrower Sublimit of such Borrower.

2.23. Extension of Illinois Utility Maturity Dates . (a) Any Illinois Utility that is a Borrower may, by notice (a "Borrower Maturity Date Extension Request") to the Agent (which shall promptly deliver a copy to each of the Lenders) given not less than 45 days and not more than 60 days prior to the then-current Maturity Date with respect to such Borrower request an extension of such Maturity Date with respect to such Borrower to a date 364 days after such Maturity Date (the Maturity Date in effect prior to any such extension being called the "Existing Maturity Date" with respect to such Borrower) and on or prior to (but in no event after) the Commitment Termination Date. Each Lender shall, by notice to such applicable Borrower and the Agent given not later than the 20 th day after the date of the Agent's receipt of such Borrower's Borrower Maturity Date Extension Request, advise such applicable Borrower whether or not it agrees to the requested extension (each Lender agreeing to a requested extension being called a "Consenting Lender" and each Lender declining to agree to a requested extension being called a "Declining Lender"). Any Lender that has not so advised such applicable Borrower and the Agent by such day shall be deemed to have declined to agree to such extension and shall be a Declining Lender. If Lenders constituting the Required Lenders shall have agreed to a Borrower Maturity Date Extension Request, then the Maturity Date with respect to the applicable Borrower shall, as to both the Consenting Lenders and the Declining Lenders, be extended to the date 364 days after the Existing Maturity Date with respect to such Borrower; provided , that the Maturity Date with respect to a Borrower shall in no event be extended beyond the Commitment Termination Date. Notwithstanding the foregoing, no extension of the Maturity Date with respect to any Borrower pursuant to this paragraph shall become effective unless (i) the Agent shall have received documents consistent with those delivered with respect to such Borrower pursuant to Sections 4.1.1 through 4.1.3 and Sections 4.3.1 through 4.3.3, giving effect to such extension and (ii) on the Existing Maturity Date applicable to such Borrower, the conditions set forth in Sections 4.4.1 and 4.4.2 shall be satisfied with respect to such Borrower (with all references in Sections 5.5 and 5.7 to "the date of this

Agreement" being deemed to be references to such Existing Maturity Date), and the Agent shall have received a certificate to that effect dated such date and executed by the chief financial officer, the controller or the treasurer of such Borrower.

(b) In the event that the Agent shall have received a certificate executed by the chief financial officer, the controller or the treasurer of any Illinois Utility to the effect that such Illinois Utility has received all regulatory approvals required to permit it to borrow and participate under this Agreement through the Commitment Termination Date (and attaching all such approvals), the Maturity Date with respect to such Illinois Utility shall be extended to the Commitment Termination Date effective as of the date such certificate is received by the Agent.

ARTICLE III

YIELD PROTECTION; TAXES

3.1. Yield Protection . If, on or after the Closing Date, the adoption of any law or any governmental or quasi-governmental rule, regulation, policy, guideline or directive (whether or not having the force of law), or any change in any such law, rule, regulation, policy, guideline or directive or in the interpretation or administration thereof by any governmental or quasi-governmental authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by any Lender or applicable Lending Installation with any request or directive (whether or not having the force of law) of any such authority, central bank or comparable agency:

3.1.1 subjects any Lender or any applicable Lending Installation to any Taxes, or changes the basis of taxation of payments (other than with respect to Excluded Taxes) to any Lender in respect of its Eurodollar Loans, or

3.1.2 imposes or increases or deems applicable any reserve, assessment, insurance charge, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender or any applicable Lending Installation (other than reserves and assessments taken into account in determining the interest rate applicable to Eurodollar Advances), or

3.1.3 imposes any other condition the result of which is to increase the cost to any Lender or any applicable Lending Installation of making, funding or maintaining its Commitment or Eurodollar Loans or reduces any amount receivable by any Lender or any applicable Lending Installation in connection with its Commitment or Eurodollar Loans or requires any Lender or any applicable Lending Installation to make any payment calculated by reference to the amount of Commitment or Eurodollar Loans held or interest received by it, by an amount deemed material by such Lender,

and the result of any of the foregoing is to increase the cost to such Lender or applicable Lending Installation of making or maintaining its Commitment or Eurodollar Loans or to reduce the return received by such Lender or applicable Lending Installation in connection with such Commitment or Eurodollar Loans, then, within 15 days of demand, accompanied by the written statement required by Section 3.6, by such Lender, the Borrowers shall pay such Lender such additional amount or amounts as will compensate such Lender for such increased cost or reduction in amount received.

3.2. Changes in Capital Adequacy Regulations . If a Lender determines the amount of capital required or expected to be maintained by such Lender, any Lending Installation of such Lender or any corporation controlling such Lender is increased as a result of a Change, then, within 15 days of demand, accompanied by the written statement required by Section 3.6, by such Lender, the Borrowers shall pay such Lender the amount necessary to compensate for any shortfall in the rate of return on the portion of such increased capital which such Lender determines is attributable to this Agreement, its Revolving Credit Exposure or its Commitment hereunder (after taking into account such Lender's policies as to capital adequacy). "Change" means (i) any change after the Closing Date in the Risk-Based Capital Guidelines or (ii) any adoption of, or change in, or change in the interpretation or administration of any other law, governmental or quasi-governmental rule, regulation, policy, guideline, interpretation, or directive (whether or not having the force of law) after the Closing Date which affects the amount of capital required or expected to be maintained by any Lender or any Lending Installation or any corporation controlling any Lender. "Risk-Based Capital Guidelines" means (i) the risk-based capital guidelines in effect in the United States on the Closing Date, including transition rules, and (ii) the corresponding capital regulations promulgated by regulatory authorities outside the United States implementing the July 1988 report of the Basle Committee on Banking Regulation and Supervisory Practices Entitled "International Convergence of Capital Measurements and Capital Standards," including transition rules, and any amendments to such regulations adopted prior to the Closing Date.

3.3. Availability of Types of Advances . If (x) any Lender determines that maintenance of its Eurodollar Loans at a suitable Lending Installation would violate any applicable law, rule, regulation, or directive, whether or not having the force of law, or (y) the Required Lenders determine that (i) deposits of a type and maturity appropriate to match fund Eurodollar Advances are not available or (ii) the interest rate applicable to Eurodollar Advances does not accurately reflect the cost of making or maintaining Eurodollar Advances, or (iii) no reasonable basis exists for determining the Eurodollar Base Rate, then the Agent shall suspend the availability of Eurodollar Advances and require any affected Eurodollar Advances to be repaid or converted to Floating Rate Advances on the respective last days of the then current Interest Periods with respect to such Loans or within such earlier period as required by law, subject to the payment of any funding indemnification amounts required by Section 3.4.

3.4. Funding Indemnification . If any payment of a Eurodollar Advance occurs on a date which is not the last day of the applicable Interest Period, whether because of acceleration, prepayment or otherwise, or a Eurodollar Advance is not made or continued, a Floating Rate Advance is not converted into a Eurodollar Advance, on the date specified by the applicable Borrower for any reason other than default by the Lenders, or a Eurodollar Advance is not prepaid on the date specified by such Borrower for any reason, such Borrower will indemnify

each Lender for any loss or cost incurred by it resulting therefrom, including, without limitation, any loss or cost in liquidating or employing deposits acquired to fund or maintain such Eurodollar Advance.

3.5. Taxes .

(i) All payments by any Borrower to or for the account of any Lender or the Agent hereunder or under any Note shall be made free and clear of and without deduction for any and all Taxes. If a Borrower shall be required by law to deduct any Taxes from or in respect of any sum payable hereunder by such Borrower to any Lender or the Agent, (a) the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 3.5) such Lender or the Agent (as the case may be) receives an amount equal to the sum it would have received had no such deductions been made, (b) such Borrower shall make such deductions, (c) such Borrower shall pay the full amount deducted to the relevant authority in accordance with applicable law and (d) such Borrower shall furnish to the Agent the original copy of a receipt evidencing payment thereof or, if a receipt cannot be obtained with reasonable efforts, such other evidence of payment as is reasonably acceptable to the Agent, in each case within 30 days after such payment is made.

(ii) In addition, the Borrowers severally agree to pay any present or future stamp or documentary taxes and any other excise or property taxes, charges or similar levies which arise from any payment made hereunder or under any Note or from the execution or delivery of, or otherwise with respect to, this Agreement or any Note ("Other Taxes").

(iii) The Borrowers shall indemnify the Agent and each Lender for the full amount of Taxes or Other Taxes (including, without limitation, any Taxes or Other Taxes imposed on amounts payable under this Section 3.5) paid by the Agent or such Lender and any liability (including penalties, interest and expenses) arising therefrom or with respect thereto. Payments due under this indemnification shall be made within 30 days of the date the Agent or such Lender makes demand therefor pursuant to Section 3.6.

(iv) Each Lender that is not incorporated under the laws of the United States of America or a state thereof (each a "Non-U.S. Lender") agrees that it will, not more than ten Business Days after the date on which it becomes a party to this Agreement (but in any event before a payment is due to it hereunder), (i) deliver to the Borrowers and the Agent two duly completed copies of United States Internal Revenue Service Form W-8BEN or W-8ECI, certifying in either case that such Lender is entitled to receive payments under this Agreement without deduction or withholding of any United States federal income taxes, or (ii) in the case of a Non-U.S. Lender that is fiscally transparent, deliver to the Borrowers and the Agent a United States Internal Revenue Form W-8IMY together with the applicable accompanying forms, W-8 or W-9, as the case may be, and certify that it is entitled to an exemption from United States withholding tax. Each Non-U.S. .

Lender further undertakes to deliver to each of the Borrowers and the Agent (x) renewals or additional copies of such form (or any successor form) on or before the date that such form expires or becomes obsolete, and (y) after the occurrence of any event requiring a change in the most recent forms so delivered by it, such additional forms or amendments thereto as may be reasonably requested by the Borrowers or the Agent. All forms or amendments described in the preceding sentence shall certify that such Lender is entitled to receive payments under this Agreement without deduction or withholding of any United States federal income taxes, *unless* an event (including without limitation any change in treaty, law or regulation) has occurred prior to the date on which any such delivery would otherwise be required which renders all such forms inapplicable or which would prevent such Lender from duly completing and delivering any such form or amendment with respect to it and such Lender advises the Borrowers and the Agent that it is not capable of receiving payments without any deduction or withholding of United States federal income tax

(v) For any period during which a Non-U.S. Lender has failed to provide any Borrower with an appropriate form pursuant to clause (iv) above (unless such failure is due to a change in treaty, law or regulation, or any change in the interpretation or administration thereof by any governmental authority, occurring subsequent to the date on which such Non-U.S. Lender became a party to this Agreement), such Non-U.S. Lender shall not be entitled to indemnification under this Section 3.5 with respect to Taxes imposed by the United States; provided that, should a Non-U.S. Lender which is otherwise exempt from or subject to a reduced rate of withholding tax become subject to Taxes because of its failure to deliver a form required under clause (iv) above, each Borrower shall take such steps as such Non-U.S. Lender shall reasonably request to assist such Non-U.S. Lender to recover such Taxes.

(vi) Any Lender that is entitled to an exemption from or reduction of withholding tax with respect to payments under this Agreement or any Note pursuant to the law of any relevant jurisdiction or any treaty shall deliver to the Borrowers (with a copy to the Agent), at the time or times prescribed by applicable law, such properly completed and executed documentation prescribed by applicable law as will permit such payments to be made without withholding or at a reduced rate.

(vii) If the U.S. Internal Revenue Service or any other governmental authority of the United States or any other country or any political subdivision thereof asserts a claim that the Agent did not properly withhold tax from amounts paid to or for the account of any Lender (because the appropriate form was not delivered or properly completed, because such Lender failed to notify the Agent of a change in circumstances which rendered its exemption from withholding ineffective, or for any other reason), such Lender shall indemnify the Agent fully for all amounts paid, directly or indirectly, by the Agent as tax, withholding therefor, or otherwise, including penalties and interest, and including taxes imposed by any jurisdiction on amounts payable to the Agent under this subsection, together with all reasonable costs and expenses related thereto (including attorneys' fees and .

time charges of attorneys for the Agent, which attorneys may be employees of the Agent). The obligations of the Lenders under this Section 3.5(vii) shall survive the payment of the Obligations and termination of this Agreement

3.6. Lender Statements; Survival of Indemnity . Each Lender shall deliver a written statement of such Lender to the applicable Borrower (with a copy to the Agent and each applicable Borrower) as to the amount due, if any, under Section 3.1, 3.2, 3.4 or 3.5. Such written statement shall set forth in reasonable detail the calculations upon which such Lender determined such amount and shall be final, conclusive and binding on such Borrower in the absence of manifest error, and upon reasonable request of such Borrower, such Lender shall promptly provide supporting documentation describing and/or evidence of the applicable event giving rise to such amount to the extent not inconsistent with such Lender's policies or applicable law. Determination of amounts payable under such Sections in connection with a Eurodollar Loan shall be calculated as though each Lender funded its Eurodollar Loan through the purchase of a deposit of the type, currency and maturity corresponding to the deposit used as a reference in determining the Eurodollar Rate applicable to such Loan, whether in fact that is the case or not. Unless otherwise provided herein, the amount specified in the written statement of any Lender shall be payable on demand after receipt by the applicable Borrower of such written statement. The obligations of each Borrower under Sections 3.1, 3.2, 3.4 and 3.5 shall survive payment of the Obligations and termination of this Agreement.

3.7. Alternative Lending Installation. To the extent reasonably possible, each Lender shall designate an alternate Lending Installation with respect to its Eurodollar Loans to reduce any liability of the Borrowers to such Lender under Sections 3.1, 3.2 and 3.5 or to avoid the unavailability of Eurodollar Advances under Section 3.3, so long as such designation is not, in the judgment of such Lender, disadvantageous to such Lender. A Lender's designation of an alternative Lending Installation shall not affect the Borrowers' rights under Section 2.22 to replace a Lender.

3.8. Allocation of Amounts Payable Among Borrowers . Each amount payable by "the Borrowers" under this Article shall be an obligation of, and shall be discharged (a) to the extent arising out of acts, events and circumstances related to a particular Borrower, by such Borrower and (b) otherwise, by all the Illinois Utilities and all the Borrowers, with each of them being severally liable for its Contribution Percentage of such amount.

ARTICLE IV

CONDITIONS PRECEDENT

4.1. Closing Date . The Closing Date shall occur and the Credit Agreement shall become effective on the date on which each of the following conditions precedent is satisfied (or waived in accordance with Section 8.2) and the Borrowers deliver to the Agent the items specified below:

4.1.1 Copies of the articles or certificate of incorporation of each Borrower, together with all amendments thereto, certified by the secretary or an assistant secretary of such Borrower, and a certificate of good standing

with respect to each Borrower from the appropriate governmental officer in its jurisdiction of incorporation.

4.1.2 Copies, certified by the Secretary or Assistant Secretary of each Borrower, of its by-laws and of its Board of Directors' resolutions and of resolutions or actions of any other body authorizing the execution of the Loan Documents to which such Borrower is a party.

4.1.3 An incumbency certificate, executed by the Secretary or Assistant Secretary of each Borrower, which shall identify by name and title and bear the signatures of the Authorized Officers and any other officers of such Borrower authorized to sign the Loan Documents to which such Borrower is a party, upon which certificate the Agent and the Lenders shall be entitled to rely until informed of any change in writing by such Borrower.

4.1.4 Evidence satisfactory to the Agent that (i) the Existing Amended Five-Year Credit Agreement shall have been or shall simultaneously with the effectiveness of this Agreement on the Closing Date be terminated (except for those provisions that expressly survive the termination thereof), and all loans and letters of credit outstanding, if any, and other amounts owed to the lenders or agents thereunder shall have been, or shall simultaneously with the effectiveness of this Agreement be, paid or terminated in full, and (ii) the Amended Multi-Borrower Credit Agreement shall have become effective.

4.2. Effectiveness of Lender Obligations as to Resources and CILCORP . The obligations of the Lenders and the Issuing Banks to make Credit Extensions hereunder to Resources or CILCORP shall not become effective until the date on which each of the following conditions precedent with respect to such Borrower is satisfied (or waived in accordance with Section 8.2) and such Borrower delivers to the Agent the items specified below:

4.2.1 A certificate, signed by the Chairman, Chief Executive Officer, President, Executive Vice President, Chief Financial Officer, any Senior Vice President, any Vice President or the Treasurer of such Borrower, stating that on the Closing Date (a) no Default or Unmatured Default in respect of such Borrower has occurred and is continuing, and (b) all of the representations and warranties of such Borrower in Article V and in each Collateral Document to which such Borrower is a party shall be true and correct in all material respects as of such date except to the extent any such representation or warranty is stated to relate solely to an earlier date, in which case such representation or warranty shall have been true and correct on and as of such earlier date.

4.2.2 Written opinions of such Borrower's counsel, in form and substance satisfactory to the Agent and addressed to the Lenders, in substantially the form of Exhibits A.1 and A.2, and the written opinion of counsel for the Illinois Utilities, in form and substance satisfactory to the Agent and addressed to the Lenders, in substantially the form of Exhibit A.3.

4.2.3 Delivery of copies of such Borrower's required regulatory authorizations identified on Schedule 4, if any.

4.2.4 Any Notes of such Borrower requested by Lenders pursuant to Section 2.16 payable to the order of each such requesting Lender.

4.2.5 Written money transfer instructions of such Borrower, in substantially the form of Exhibit D.4 or D.5, as applicable, addressed to the Agent and signed by an Authorized Officer, together with such other related money transfer authorizations as the Agent may have reasonably requested.

4.2.6 All documentation and other information that any Lender shall reasonably have requested in respect of such Borrower in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the USA Patriot Act.

4.2.7 In the case of Resources, the Agent shall have received (i) counterparts of the Resources Collateral Agency Agreement and each Resources Mortgage duly executed and delivered by the record owner of each Resources Mortgaged Property, (ii) a policy or policies of title insurance issued by a nationally recognized title insurance company insuring the Lien of each such Resources Mortgage as a valid first Lien on the Resources Mortgaged Property described therein, free of any other Liens except as expressly permitted by the applicable Resources Mortgage, together with such endorsements, coinsurance and reinsurance as the Agent may reasonably request, and (iii) such surveys, abstracts, legal opinions, abstracts of title and other documents as the Agent may reasonably request with respect to any such Resources Mortgage or Resources Mortgaged Property.

4.2.8 In the case of CILCORP, the Agent shall have received from CILCORP a counterpart of the CILCORP Pledge Agreement Supplement duly executed and delivered on behalf of CILCORP and evidence that upon receipt of such counterpart the Obligations of CILCORP shall be "Additional Debt Obligations" under the CILCORP Pledge Agreement.

4.2.9 Such other documents as any Lender or its counsel may have reasonably requested.

4.3. Accession Dates . The Accession Date for any Illinois Utility shall not occur, and the obligations of the Lenders and the Issuing Banks to make Credit Extensions hereunder to such Illinois Utility shall not become effective, until the date on which each of the following conditions precedent is satisfied (or waived in accordance with Section 8.2) with respect to such Illinois Utility and such Illinois Utility delivers to the Agent the items specified below:

4.3.1 A certificate, signed by the Chairman, Chief Executive Officer, President, Executive Vice President, Chief Financial Officer, any Senior Vice President, any Vice President or the Treasurer of such Illinois Utility, stating that on the applicable Accession Date (a) no Default or Unmatured Default in

respect of such Illinois Utility has occurred and is continuing (with compliance with Section 6.12.2 being determined for purposes of this Section 4.3.1 as if Section 6.12.2 were applicable to such Illinois Utility on and after the Closing Date), and (b) all of the representations and warranties of such Illinois Utility in Article V and in each Collateral Document to which such Illinois Utility is a party shall be true and correct in all material respects as of such date except to the extent any such representation or warranty is stated to relate solely to an earlier date, in which case such representation or warranty shall have been true and correct on and as of such earlier date.

4.3.2 Written opinions of such Illinois Utility's counsel, in form and substance satisfactory to the Agent and addressed to the Lenders, in substantially the form of Exhibits A.4 and A.5.

4.3.3 Delivery of copies of such Illinois Utility's required regulatory authorizations identified on Schedule 4.

4.3.4 Any Notes of such Illinois Utility requested by Lenders pursuant to Section 2.16 payable to the order of each such requesting Lender.

4.3.5 Written money transfer instructions of such Illinois Utility, in substantially the form of Exhibit D.1, D.2 or D.3, as applicable, addressed to the Agent and signed by an Authorized Officer, together with such other related money transfer authorizations as the Agent may have reasonably requested.

4.3.6 In the case of CILCO, the Agent shall have received:

(i) The CILCO Credit Agreement Bond in the aggregate principal amount equal to CILCO's Borrower Sublimit as of the Accession Date.

(ii) A certificate of a duly authorized officer of the CILCO Trustee, certifying that the CILCO Credit Agreement Bond has been authenticated and is outstanding under the CILCO Indenture.

(iii) A certificate of a duly authorized officer of CILCO certifying that attached thereto is (x) a true, correct and complete copy of the CILCO Indenture, as amended and supplemented by supplemental indentures, including the CILCO Supplemental Indenture, omitting copies of supplemental indentures that provide solely for the establishment and issuance of particular series of bonds or the addition of property, (y) a listing of the supplemental indentures currently in effect and confirming that the supplemental indentures specifically identified in such list as having amended or modified the terms of the CILCO Indenture as theretofore in effect (as opposed to merely establishing series of bonds or adding property) are the only

supplemental indentures or other instruments in effect that have so amended or modified the CILCO Indenture and (z) a complete and correct copy of the CILCO Supplemental Indenture.

(iv) The CILCO Bond Delivery Agreement, executed and delivered by CILCO.

(v) Evidence that, after giving effect to the issuance of the CILCO Credit Agreement Bond, there is at least $25,000,000 of issuance availability under the CILCO Indenture (giving effect to any applicable "net earnings certificate" requirement) based upon "property additions" (as defined in the CILCO Indenture) or upon bonds that have been paid, retired, redeemed, canceled or surrendered for cancelation.

4.3.7 In the case of CIPS, the Agent shall have received:

(i) The CIPS Credit Agreement Bond in the aggregate principal amount equal to CIPS' Borrower Sublimit as of the Accession Date.

(ii) A certificate of a duly authorized officer of the CIPS Trustee, certifying that the CIPS Credit Agreement Bond has been authenticated and is outstanding under the CIPS Indenture.

(iii) A certificate of a duly authorized officer of CIPS certifying that attached thereto is (x) a true, correct and complete copy of the CIPS Indenture, as amended and supplemented by supplemental indentures, including the CIPS Supplemental Indenture, omitting copies of supplemental indentures that provide solely for the establishment and issuance of particular series of bonds or the addition of property, (y) a listing of the supplemental indentures currently in effect and confirming that the supplemental indentures specifically identified in such list as having amended or modified the terms of the CIPS Indenture as theretofore in effect (as opposed to merely establishing series of bonds or adding property) are the only supplemental indentures or other instruments in effect that have so amended or modified the CIPS Indenture and (z) a complete and correct copy of the CIPS Supplemental Indenture.

(iv) The CIPS Bond Delivery Agreement, executed and delivered by CIPS.

(v) Evidence that, after giving effect to the issuance of the CIPS Credit Agreement Bond, there is at least $50,000,000 of issuance availability under the CIPS Indenture (giving effect to any applicable "net earnings" certificate requirement) based upon "bondable

property" (as defined in the CIPS Indenture) or upon bonds that have been paid, canceled, redeemed or otherwise discharged.

4.3.8 In the case of IP, the Agent shall have received:

(i) The IP Credit Agreement Bond in the aggregate principal amount equal to IP's Borrower Sublimit as of the Accession Date.

(ii) A certificate of a duly authorized officer of the IP Trustee, certifying that the IP Credit Agreement Bond has been authenticated and is outstanding under the IP Indenture.

(iii) A certificate of a duly authorized officer of IP certifying that attached thereto is (x) a true, correct and complete copy of the IP Indenture, as amended and supplemented by supplemental indentures, including the IP Supplemental Indenture, omitting copies of supplemental indentures that provide solely for the establishment and issuance of particular series of bonds or the addition of property, (y) a listing of the supplemental indentures currently in effect and confirming that the supplemental indentures specifically identified in such list as having amended or modified the terms of the IP Indenture as theretofore in effect (as opposed to merely establishing series of bonds or adding property) are the only supplemental indentures or other instruments in effect that have so amended or modified the IP Indenture and (z) a complete and correct copy of the IP Supplemental Indenture.

(iv) The IP Bond Delivery Agreement, executed and delivered by IP.

(v) Evidence that, after giving effect to the issuance of the IP Credit Agreement Bond, there is at least $100,000,000 of issuance availability under the IP Indenture (giving effect to any applicable "Net Earnings Certificate" requirement) based upon "Property Additions" or "Retired Bonds" (as such terms are defined in the IP Indenture).

4.3.9 The commitments of such Illinois Utility under the Amended Multi-Borrower Credit Agreement shall have terminated or shall simultaneously be terminated, all loans of such Illinois Utility issued thereunder shall have been repaid, all letters of credit thereunder (other than the Transferred Letters of Credit) issued on the account of such Illinois Utility shall have been canceled or returned and such Illinois Utility shall have substantially simultaneously been removed as a Borrower under Section 2.24 of the Amended Multi-Borrower Credit Agreement. No "Default" or "Unmatured Default" with respect to such Illinois Utility shall have existed

under the Amended Multi-Borrower Credit Agreement immediately prior to such removal as a Borrower thereunder.

4.3.10 All documentation and other information that any Lender shall reasonably have requested in respect of such Illinois Utility in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the USA Patriot Act.

4.4. Each Credit Extension . The Lenders and the Issuing Banks shall not be required to make any Credit Extension to a Borrower unless on the applicable Credit Extension Date:

4.4.1 There exists no Default or Unmatured Default with respect to such Borrower.

4.4.2 The representations and warranties of such Borrower contained in Article V (other than, in the case of Loans all the proceeds of which are applied directly to repay maturing commercial paper of the Borrower thereof, the representations and warranties set forth in Section 5.5 and 5.7) and in each Collateral Document securing the Obligations of such Borrower to which the applicable Borrower or any of its Subsidiaries is party are true and correct as of such Credit Extension Date except to the extent any such representation or warranty is stated to relate solely to an earlier date, in which case such representation or warranty shall have been true and correct on and as of such earlier date.

4.4.3 All legal matters incident to the making of such Advance shall be satisfactory to the Lenders and their counsel.

4.4.4 All required regulatory authorizations of FERC and the Illinois Commerce Commission in respect of such Credit Extension shall have been obtained and shall be effective.

Each Borrowing Notice or request for the issuance of a Letter of Credit with respect to each such Credit Extension shall constitute a representation and warranty by the applicable Borrower that the conditions contained in Sections 4.4.1, 4.4.2, 4.4.3 and 4.4.4 have been satisfied. Any Lender or Issuing Bank may require a duly completed compliance certificate in substantially the form of Exhibit B as a condition to making a Credit Extension.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

Each Borrower represents and warrants to each Lender, each Issuing Bank and the Agent, as to such Borrower and, as applicable, its Subsidiaries, as of each of (i) (x) in the case of each of Resources and CILCORP, the Closing Date, and (y) in the case of each Illinois Utility, its Accession Date, and (ii) each date as of which such Borrower is deemed to make the representations and warranties set forth in this Article under Section 4.4:

5.1. Existence and Standing . Such Borrower and each of its Subsidiaries (other than any Project Finance Subsidiary or an SPC) is a corporation, partnership (in the case of Subsidiaries only) or limited liability company duly and properly incorporated or organized, as the case may be, validly existing and (to the extent such concept applies to such entity) in good standing under the laws of its jurisdiction of incorporation or organization and has all requisite authority to conduct its business in each jurisdiction in which its business is conducted.

5.2. Authorization and Validity . Such Borrower has the power and authority and legal right to execute and deliver the Loan Documents and to perform its obligations thereunder. The execution and delivery by such Borrower of the Loan Documents and the performance of its obligations thereunder have been duly authorized by proper proceedings, and the Loan Documents to which such Borrower is a party constitute legal, valid and binding obligations of such Borrower enforceable against such Borrower in accordance with their terms, except as enforceability may be limited by (i) bankruptcy, insolvency, fraudulent conveyance, reorganization or similar laws relating to or affecting the enforcement of creditors' rights generally; (ii) general equitable principles (whether considered in a proceeding in equity or at law) and (iii) requirements of reasonableness, good faith and fair dealing.

5.3. No Conflict; Government Consent . Neither the execution and delivery by such Borrower of the Loan Documents, nor the consummation of the transactions therein contemplated, nor compliance with the provisions thereof will violate (i) any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on such Borrower or any of its Subsidiaries or (ii) such Borrower's or any Subsidiary's articles or certificate of incorporation, partnership agreement, certificate of partnership, articles or certificate of organization, by-laws, or operating agreement or other management agreement, as the case may be, or (iii) the provisions of any indenture, any material instrument or any material agreement to which such Borrower or any of its Subsidiaries is a party or is subject, or by which it, or its Property, is bound, or conflict with, or constitute a default under, or result in, or require, the creation or imposition of any Lien in, of or on the Property of such Borrower or a Subsidiary pursuant to the terms of, any such indenture, instrument or agreement. No order, consent, adjudication, approval, license, authorization, or validation of, or filing, recording or registration with, or exemption by, or other action in respect of any governmental or public body or authority, or any subdivision thereof, which has not been obtained by such Borrower or any of its Subsidiaries, is required to be obtained by such Borrower or any of its Subsidiaries in connection with the execution and delivery of the Loan Documents, the borrowings and issuances of Letters of Credit under this Agreement, the payment and performance by such Borrower of the Obligations or the legality, validity, binding effect or enforceability of any of the Loan Documents.

5.4. Financial Statements . The consolidated financial statements of such Borrower, audited in the case of each Borrower other than Resources by PricewaterhouseCoopers LLP, as of and for the fiscal year ended December 31, 2005, and the unaudited consolidated balance sheet of such Borrower as of March 31, 2006, and the related unaudited statement of income and statement of cash flows for the three-month period then ended, copies of which have been furnished to each Lender, fairly present in all material respects (subject in the case of such balance sheet and statement of income for the period ended March 31, 2006, to year-end adjustments) the consolidated financial condition of such Borrower at such dates and the

consolidated results of the operations of such Borrower for the periods ended on such dates, were prepared, except in the case of such unaudited statements, in accordance with generally accepted accounting principles in effect on the dates such statements were prepared (except for the absence of footnotes and subject to year end audit adjustments) and fairly present the consolidated financial condition and operations of such Borrower at such dates and the consolidated results of their operations for the periods then ended.

5.5. Material Adverse Change . Since December 31, 2005, there has been no change in the business, Property, condition (financial or otherwise) or results of operations of such Borrower and its Subsidiaries (other than any Project Finance Subsidiary) which could reasonably be expected to have a Material Adverse Effect (a "Material Adverse Change") with respect to such Borrower, except for the Disclosed Matters; provided , however , that neither (i) any ratings downgrade applicable to the Indebtedness of any Borrower or any of its Subsidiaries by Moody's or S&P nor (ii) such Borrower's or any of its Subsidiaries' inability to place commercial paper in the capital markets, shall, in and of themselves, be deemed events constituting a Material Adverse Change.

5.6. Taxes . Such Borrower and its Subsidiaries have filed all United States federal tax returns and all other material tax returns which are required to be filed and have paid all taxes due pursuant to said returns or pursuant to any assessment received by such Borrower or any of its Subsidiaries, except in respect of such taxes, if any, as are being contested in good faith and as to which adequate reserves have been provided in accordance with Agreement Accounting Principles and as to which no Lien exists (except as permitted by Section 6.13.2). The Internal Revenue Service has closed audits of the United States federal income tax returns filed by CIPSCO, Inc. for all periods through the calendar taxable year ending December 31, 1997. The Internal Revenue Service has not closed audits of the United States federal income tax returns filed by any Borrower and its Subsidiaries for subsequent periods. No claims have been, or are being, asserted with respect to such taxes that could reasonably be expected to result in a Material Adverse Effect with respect to such Borrower and no liens have been filed with respect to such taxes. The charges, accruals and reserves on the books of such Borrower and its Subsidiaries in respect of any taxes or other governmental charges are adequate.

5.7. Litigation and Contingent Obligations . Other than the Disclosed Matters, there is no litigation, arbitration, governmental investigation, proceeding or inquiry pending or, to the knowledge of any of its officers, threatened against or affecting such Borrower or any of its Subsidiaries which could reasonably be expected to have a Material Adverse Effect with respect to such Borrower or which seeks to prevent, enjoin or delay the making of any Loans to such Borrower. On the date of this Agreement, other than any liability incident to any litigation, arbitration or proceeding which could not reasonably be expected to have a Material Adverse Effect with respect to such Borrower, such Borrower has no material contingent obligations not provided for or disclosed in the financial statements referred to in Section 5.4.

5.8. Subsidiaries . Schedule 1 contains an accurate list of all Subsidiaries of such Borrower as of the date of this Agreement, setting forth their respective jurisdictions of organization and the percentage of their respective capital stock or other ownership interests owned by such Borrower or other Subsidiaries of such Borrower. All the issued and outstanding shares of capital stock or other ownership interests of such Subsidiaries have been (to the extent

such concepts are relevant with respect to such ownership interests) duly authorized and issued and are fully paid and non-assessable.

5.9. ERISA . No ERISA Event has occurred or is reasonably expected to occur that, when taken together with all other ERISA Events that have occurred or are reasonably expected to occur, could reasonably be expected to result in a Material Adverse Effect with respect to such Borrower.

5.10. Accuracy of Information . The information, exhibits or reports with respect to such Borrower furnished to the Agent or to any Lender in connection with the negotiation of, or compliance with, the Loan Documents as of the date furnished do not contain any material misstatement of fact or omit to state a material fact or any fact necessary to make the statements contained therein not misleading.

5.11. Regulation U . Neither such Borrower nor any of its Subsidiaries is engaged principally, or as one of its important activities, in the business of extending credit for the purpose, whether immediate, incidental or ultimate, of buying or carrying margin stock (as defined in Regulation U), and after applying the proceeds of each Advance, margin stock (as defined in Regulation U) will constitute less than 25% of the value of those assets of such Borrower and its Subsidiaries that are subject to any limitation on sale, pledge, or any other restriction hereunder.

5.12. Material Agreements . Neither such Borrower nor any of its Subsidiaries is a party to any agreement or instrument or subject to any charter or other corporate restriction which could reasonably be expected to have a Material Adverse Effect with respect to such Borrower as described in clauses (ii) and/or (iii) of the definition thereof. Neither such Borrower nor any of its Subsidiaries is in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in (i) any agreement or instrument to which it is a party, which default could reasonably be expected to have a Material Adverse Effect with respect to such Borrower or (ii) any agreement or instrument evidencing or governing Indebtedness, which default could be reasonably expected to have a Material Adverse Effect with respect to such Borrower.

5.13. Compliance With Laws . Except for the Disclosed Matters, such Borrower and its Subsidiaries have complied with all applicable statutes, rules, regulations, orders and restrictions of any domestic or foreign government or any instrumentality or agency thereof having jurisdiction over the conduct of their respective businesses or the ownership of their respective Property, non-compliance with which could reasonably be expected to result in a Material Adverse Effect with respect to such Borrower.

5.14. Ownership of Properties . On the date of this Agreement, such Borrower and its Subsidiaries have good title (except for minor defects in title that do not interfere with their ability to conduct their business as currently conducted or to utilize such properties for the intended purposes), free of all Liens other than those permitted by Section 6.13, to all of the assets material to such Borrower’s business reflected in such Borrower’s most recent consolidated financial statements provided to the Agent, as owned by such Borrower and its Subsidiaries.

5.15. Plan Assets; Prohibited Transactions . Such Borrower is not an entity deemed to hold "plan assets" within the meaning of 29 C.F.R. § 2510.3-101 of an employee benefit plan (as defined in Section 3(3) of ERISA) which is subject to Title I of ERISA or any plan (within the meaning of Section 4975 of the Code), and assuming the accuracy of the representations and warranties made in Section 9.12 and in any assignment made pursuant to Section 12.3.3, neither the execution of this Agreement nor the making of Loans hereunder gives rise to a prohibited transaction within the meaning of Section 406 of ERISA or Section 4975 of the Code.

5.16. Environmental Matters . In the ordinary course of its business, the officers of such Borrower consider the effect of Environmental Laws on the business of such Borrower and its Subsidiaries, in the course of which they identify and evaluate potential risks and liabilities accruing to such Borrower due to Environmental Laws. On the basis of this consideration, such Borrower has concluded that, other than the Disclosed Matters, Environmental Laws cannot reasonably be expected to have a Material Adverse Effect with respect to such Borrower. Except for the Disclosed Matters, and except with respect to any other matters that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect with respect to such Borrower, neither such Borrower nor any Subsidiary has received any notice to the effect that its operations are not in material compliance with any of the requirements of applicable Environmental Laws or are the subject of any federal or state investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment.

5.17. Investment Company Act . Neither such Borrower nor any Subsidiary of such Borrower is an "investment company" or a company "controlled" by an "investment company", within the meaning of the Investment Company Act of 1940, as amended.

5.18. Regulatory Matters . (a) The Company is a "holding company" and each Illinois Utility and Resources is a "public-utility company", as such terms are defined in the 2005 Act. CILCORP is a "holding company" but is not itself a "public utility" or a "public-utility company" as defined in the 2005 Act. Each Illinois Utility is a "public utility" as defined in the Illinois Public Utilities Act. Neither CILCORP nor Resources is a "public utility" as defined in the Illinois Public Utilities Act.

(b) The FERC, in accordance with the Federal Power Act, has (i) granted blanket authorization by order to each of IP and Resources to issue securities and assume liabilities, including borrowing under this Agreement, and (ii) issued an order authorizing the incurrence of short-term indebtedness by each of CIPS and CILCO in an aggregate principal amount outstanding not to exceed its FERC Limit, subject to, among other things, the condition that all such indebtedness be issued on or before March 31, 2008. Unless such authorization is no longer required by applicable laws and regulations (and the Agent shall have received confirmation thereof reasonably satisfactory to it), additional authorization from the FERC (or any governmental agency that succeeds to the authority of the FERC) will be necessary for each of CIPS and CILCO to obtain any Advances under this Agreement or to incur or issue short-term indebtedness, including without limitation Loans extended under this Agreement, after March 31, 2008. No authorization from FERC is required to permit CILCORP to borrow under this Agreement.

(c) No regulatory authorizations, approvals, consents, registrations, declarations or filings are required in connection with the borrowings by, and issuances of Letters of Credit for the account of, any Borrower hereunder or the performance by any Borrower of its Obligations, except for such as have been obtained and are in effect. As of the Closing Date, no regulatory authorizations, approvals, consents, registrations, declarations or filings are required in connection with the borrowings by, and issuances of Letters of Credit for the account of, any Borrower hereunder or the performance by any Borrower of its Obligations, except for (A) the aforesaid orders of the FERC (as listed on Schedule 4 hereto), and if an Illinois Utility has delivered the certificate referred to in Section 2.23(b), an order of the Illinois Commerce Commission authorizing the incurrence of long-term indebtedness through a date not earlier than the Commitment Termination Date shall have been obtained, and (B) the requirement that no later than the Accession Date with respect to an Illinois Utility, such Illinois Utility shall have received an order of the Illinois Commerce Commission authorizing, respectively (i) CILCO to execute, enter into and deliver the CILCO Credit Agreement Bond and the CILCO Supplemental Indenture, (ii) CIPS to execute, enter into and deliver the CIPS Credit Agreement Bond and the CIPS Supplemental Indenture and (iii) IP to execute, enter into and deliver the IP Credit Agreement Bond and the IP Supplemental Indenture.

5.19. Insurance . Such Borrower maintains, and has caused each of its Subsidiaries to maintain, with financially sound and reputable insurance companies, insurance on all its Property in such amounts, subject to such deductibles and self-insurance retentions, and covering such properties and risks as are consistent with sound business practice.

5.20. No Default or Unmatured Default . No Default or Unmatured Default has occurred and is continuing with respect to such Borrower.

5.21. Collateral Matters .

5.21.1 CILCO . In the case of CILCO:

(i) The CILCO Credit Agreement Bond has been duly authorized by CILCO and, when delivered to the Agent under the CILCO Bond Delivery Agreement, the CILCO Credit Agreement Bond will have been duly executed, authenticated, issued and delivered, and will constitute a valid and legally binding obligation of CILCO entitled to participate ratably with the other First Mortgage Bonds from time to time outstanding thereunder in the security afforded by the CILCO Indenture. The CILCO Indenture has been duly authorized by CILCO and, at CILCO's Accession Date, the CILCO Indenture (as supplemented and amended by the CILCO Supplemental Indenture) will be duly executed and delivered by CILCO and will be a valid and legally binding instrument, enforceable against CILCO in accordance with its terms, subject to the laws of the State of Illinois affecting the remedies for the enforcement of the security provided for therein and except as may be limited by (i) bankruptcy, insolvency, reorganization and other similar laws relating to or affecting creditors' rights generally, (ii) general equitable principles (whether considered in a proceeding in equity or at law) and (iii) requirements of reasonableness, good faith and fair dealing.

(ii) The CILCO Indenture conforms to the requirements of the Trust Indenture Act of 1939, as amended. The issuance of the CILCO Credit Agreement Bond to the Agent is not required to be registered under the Securities Act of 1933, as amended.

(iii) Substantially all of the permanent, fixed properties of CILCO are owned in fee simple or are held under valid leases, in each case subject only to the liens of current mortgages (including the lien of the CILCO Indenture) and "excepted encumbrances" (as defined in the CILCO Indenture) and such minor imperfections of title and encumbrances, if any, which are not substantial in amount, do not materially detract from the value or marketability of the properties subject thereto and do not materially impair the title of CILCO to its properties or its right to use its properties in connection with its business as presently conducted. The CILCO Indenture creates in favor of the CILCO Trustee for the ratable benefit of the holders of each outstanding series of First Mortgage Bonds issued under the CILCO Indenture, including the Agent as holder of the CILCO Credit Agreement Bond, a legal, valid and enforceable first priority security interest in substantially all the property, plant and equipment, franchises and related rights of CILCO and constitutes a perfected security interest in all such property and assets, subject to (A) Liens, reservations and exceptions permitted under the CILCO Indenture as in effect on the date hereof and under Section 6.13 and (B) the terms of the franchises, licenses, easements, leases, permits, contracts and other instruments under which such property and assets are held or operated.

(iv) Upon delivery of the CILCO Credit Agreement Bond to the Agent and unless the CILCO Credit Agreement Bond has been released by the Agent, the CILCO Credit Agreement Bond has been paid in full, or both CILCO's Borrower Sublimit and CILCO's Borrower Credit Exposure have been reduced to zero, (A) the CILCO Credit Agreement Bond is outstanding (to the extent both CILCO's Borrower Sublimit and CILCO's Borrower Credit Exposure have not been permanently reduced), (B) the Agent is the holder of the CILCO Credit Agreement Bond for all purposes under the CILCO Indenture (unless the Agent transfers the CILCO Credit Agreement Bond) and (C) the CILCO Credit Agreement Bond ranks pari passu with all other bonds and instruments issued pursuant to the CILCO Indenture.

(v) As of the Closing Date, after giving effect to the delivery of the CILCO Credit Agreement Bond to the Agent, (A) the principal amount of outstanding Indebtedness issued under the CILCO Indenture, including the principal amount of Indebtedness represented by the CILCO Credit Agreement Bond, is $368,200,000, and (B) the issuance availability under the CILCO Indenture (giving effect to any applicable "net earnings certificate" requirement) based upon "property additions" (as defined in the CILCO Indenture) or upon bonds that have been paid, retired, redeemed, canceled or surrendered for cancelation is not less than $25,000,000.

5.21.2 CIPS . In the case of CIPS:

(i) The CIPS Credit Agreement Bond has been duly authorized by CIPS and, when delivered to the Agent under the CIPS Bond Delivery Agreement, the CIPS Credit

Agreement Bond will have been duly executed, authenticated, issued and delivered, and will constitute a valid and legally binding obligation of CIPS entitled to participate ratably with the other First Mortgage Bonds from time to time outstanding thereunder in the security afforded by the CIPS Indenture. The CIPS Indenture has been duly authorized by CIPS and, at CIPS's Accession Date, the CIPS Indenture (as supplemented and amended by the CIPS Supplemental Indenture) will be duly executed and delivered by CIPS and will be a valid and legally binding instrument, enforceable against CIPS in accordance with its terms, subject to the laws of the State of Illinois affecting the remedies for the enforcement of the security provided for therein and except as may be limited by (i) bankruptcy, insolvency, reorganization and other similar laws relating to or affecting creditors' rights generally, (ii) general equitable principles (whether considered in a proceeding in equity or at law) and (iii) requirements of reasonableness, good faith and fair dealing.

(ii) The CIPS Indenture conforms to the requirements of the Trust Indenture Act of 1939, as amended. The issuance of the CIPS Credit Agreement Bond to the Agent is not required to be registered under the Securities Act of 1933, as amended.

(iii) Substantially all of the permanent, fixed properties of CIPS are owned in fee simple or are held under valid leases, in each case subject only to the liens of current mortgages (including the lien of the CIPS Indenture) and "permitted encumbrances and liens" (as defined in the CIPS Indenture) and such minor imperfections of title and encumbrances, if any, which are not substantial in amount, do not materially detract from the value or marketability of the properties subject thereto and do not materially impair the title of CIPS to its properties or its right to use its properties in connection with its business as presently conducted. The CIPS Indenture creates in favor of the CIPS Trustee for the ratable benefit of the holders of each outstanding series of First Mortgage Bonds issued under the CIPS Indenture, including the Agent as holder of the CIPS Credit Agreement Bond, a legal, valid and enforceable first priority security interest in substantially all the property, plant and equipment, franchises and related rights of CIPS and constitutes a perfected security interest in all such property and assets, subject to (A) Liens, reservations and exceptions permitted under the CIPS Indenture as in effect on the date hereof and under Section 6.13 and (B) the terms of the franchises, licenses, easements, leases, permits, contracts and other instruments under which such property and assets are held or operated.

(iv) Upon delivery of the CIPS Credit Agreement Bond to the Agent and unless the CIPS Credit Agreement Bond has been released by the Agent, the CIPS Credit Agreement Bond has been paid in full, or both CIPS's Borrower Sublimit and CIPS's Borrower Credit Exposure have been reduced to zero, (A) the CIPS Credit Agreement Bond is outstanding (to the extent both CIPS's Borrower Sublimit and CIPS's Borrower Credit Exposure have not been permanently reduced), (B) the Agent is the holder of the CIPS Credit Agreement Bond for all purposes under the CIPS Indenture (unless the Agent transfers the CIPS Credit Agreement Bond) and (C) the CIPS Credit Agreement Bond ranks pari passu with all other bonds and instruments issued pursuant to the CIPS Indenture.

(v) As of the Closing Date, after giving effect to the delivery of the CIPS Credit Agreement Bond to the Agent, (A) the principal amount of outstanding Indebtedness issued under the CIPS Indenture, including the principal amount of Indebtedness represented by the CIPS Credit Agreement Bond, is $496,500,000, and (B) the issuance availability under the CIPS Indenture (giving effect to any applicable “net earnings” certificate requirement) based upon "bondable property" (as defined in the CIPS Indenture) or upon bonds that have been paid, canceled, redeemed or otherwise discharged is not less than $50,000,000.

5.21.3 IP . In the case of IP:

(i) The IP Credit Agreement Bond has been duly authorized by IP and, when delivered to the Agent under the IP Bond Delivery Agreement, the IP Credit Agreement Bond will have been duly executed, authenticated, issued and delivered, and will constitute a valid and legally binding obligation of IP entitled to participate ratably with the other First Mortgage Bonds from time to time outstanding thereunder in the security afforded by the IP Indenture. The IP Indenture has been duly authorized by IP and, at IP’s Accession Date, the IP Indenture (as supplemented and amended by the IP Supplemental Indenture) will be duly executed and delivered by IP and will be a valid and legally binding instrument, enforceable against IP in accordance with its terms, subject to the laws of the State of Illinois affecting the remedies for the enforcement of the security provided for therein and except as may be limited by (i) bankruptcy, insolvency, reorganization and other similar laws relating to or affecting creditors’ rights generally, (ii) general equitable principles (whether considered in a proceeding in equity or at law) and (iii) requirements of reasonableness, good faith and fair dealing.

(ii) The IP Indenture conforms to the requirements of the Trust Indenture Act of 1939, as amended. The issuance of the IP Credit Agreement Bond to the Agent is not required to be registered under the Securities Act of 1933, as amended.

(iii) Substantially all of the permanent, fixed properties of IP are owned in fee simple or are held under valid leases, in each case subject only to the liens of current mortgages (including the lien of the IP Indenture) and “Permitted Liens” (as defined in the IP Indenture) and such minor imperfections of title and encumbrances, if any, which are not substantial in amount, do not materially detract from the value or marketability of the properties subject thereto and do not materially impair the title of IP to its properties or its right to use its properties in connection with its business as presently conducted. The IP Indenture creates in favor of the IP Trustee for the ratable benefit of the holders of each outstanding series of First Mortgage Bonds issued under the IP Indenture, including the Agent as holder of the IP Credit Agreement Bond, a legal, valid and enforceable first priority security interest in substantially all the property, plant and equipment, franchises and related rights of IP and constitutes a perfected security interest in all such property and assets, subject to (A) Liens, reservations and exceptions permitted under the IP Indenture as in effect on the date hereof and under Section 6.13 and (B) the terms of the franchises, licenses, easements, leases, permits, contracts and other instruments under

which such property and assets are held or operated. The “Existing IPC Mortgage” (as defined in the IP Indenture) has been terminated and the Lien thereof released and there are no outstanding “Prior Bonds” (as defined in the IP Indenture).

(iv) Upon delivery of the IP Credit Agreement Bond to the Agent and unless the IP Credit Agreement Bond has been released by the Agent, the IP Credit Agreement Bond has been paid in full, or both IP’s Borrower Sublimit and IP’s Borrower Credit Exposure have been reduced to zero, (A) the IP Credit Agreement Bond is outstanding (to the extent both IP’s Borrower Sublimit and IP’s Borrower Credit Exposure have not been permanently reduced), (B) the Agent is the holder of the IP Credit Agreement Bond for all purposes under the IP Indenture (unless the Agent transfers the IP Credit Agreement Bond) and (C) the IP Credit Agreement Bond ranks pari passu with all other bonds and instruments issued pursuant to the CIPS Indenture.

(v) As of the Closing Date, after giving effect to the delivery of the IP Credit Agreement Bond to the Agent, (A) the principal amount of outstanding Indebtedness issued under the IP Indenture, including the principal amount of Indebtedness represented by the IP Credit Agreement Bond, is $922,373,000, and (B) the issuance availability under the IP Indenture (giving effect to any applicable “Net Earnings Certificate” requirement) based upon "Property Additions" or “Retired Bonds” (as such terms are defined in the IP Indenture) is not less than $100,000,000.

5.21.4 Resources . In the case of Resources:

(i) Each Resources Mortgage creates in favor of The Bank of New York Trust Company, N.A., as agent and mortgagee thereunder, for the ratable benefit of the “Secured Parties”, as defined under the Resources Collateral Agency Agreement, including the Agent and the Lenders, a legal, valid and enforceable first priority security interest in the Resources Mortgaged Property intended to be subject thereto and constitutes a perfected security interest in all such Resources Mortgaged Property intended to be subject thereto, subject to (A) “Permitted Encumbrances” and “Permitted Liens”, as defined in such Resources Mortgage as in effect on the date hereof and (B) the terms of the franchises, licenses, easements, leases, permits, contracts and other instruments under which the Resources Mortgaged Property is held or operated.

(ii) Taken collectively, the property subject to the liens of the Resources Mortgages constitutes substantially all of the real property, fixtures and operating equipment of Resources located at the E.D. Edwards plant in Bartonville, Illinois, and at the Duck Creek plant in Canton, Illinois, as reflected in the Property and Plant accounts on the balance sheet of Resources, together with, to the extent assignable, all licenses, permits, easements and similar rights necessary to the operation of such fixtures and operating equipment.

(iii) The representations and warranties made by Resources in the Resources Mortgages and the Resources Collateral Agency Agreement are true and correct in all material respects after giving effect to the Loans and the use of the proceeds

contemplated herein and the issuance of the Letters of Credit except to the extent any such representation or warranty is stated to relate solely to an earlier date, in which case such representation or warranty shall have been true and correct on and as of such earlier date.

(iv) As of the Closing Date, after giving effect to the delivery of the Resources Mortgages, no Indebtedness other than the Obligations is secured by a Lien under any "Security Document", as defined in the Resources Collateral Agency Agreement.

5.21.5 CILCORP . In the case of CILCORP:

(i) The CILCORP Pledge Agreement creates in favor of The Bank of New York, as collateral agent thereunder, for the ratable benefit of the "Secured Parties", as defined under the CILCORP Pledge Agreement, including the Agent and the Lenders, a legal, valid and enforceable first priority security interest in the "Collateral", as defined under the CILCORP Pledge Agreement, intended to be subject thereto and constitutes a perfected security interest in all such "Collateral".

(ii) The "Collateral", as defined under the CILCORP Pledge Agreement, includes all the common stock of CILCO.

(iii) The representations and warranties made by CILCORP in the CILCORP Pledge Agreement are true and correct in all material respects after giving effect to the Loans and the use of the proceeds contemplated herein and the issuance of the Letters of Credit except to the extent any such representation or warranty is stated to relate solely to an earlier date, in which case such representation or warranty shall have been true and correct on and as of such earlier date.

(iv) As of the Closing Date, after giving effect to the delivery of the CILCORP Pledge Agreement Supplement, the aggregate principal amount of the Indebtedness (other than the Obligations) secured by the Lien of the CILCORP Pledge Agreement is not in excess of $334,320,000.

(v) As of and after giving effect to the delivery of the CILCORP Pledge Agreement Supplement, the Obligations of CILCORP shall be "Additional Debt Obligations" under the CILCORP Pledge Agreement.

5.21.6 Collateral Documents . CILCO represents and warrants that the copy of the CILCO Indenture delivered to the Agent prior to the Closing Date is complete (except for the omission of supplemental indentures that provide solely for the establishment and issuance of particular series of bonds and the addition of property) and correct in all material respects as of each of the Closing Date and, except for the issuance of the CILCO Supplemental Indenture and supplemental indentures that provide solely for the establishment and issuance of particular series of bonds and the addition of property, CILCO's Accession Date. CIPS represents and warrants that the copy of the CIPS Indenture delivered to the Agent prior to the Closing Date is complete (except for the omission of supplemental indentures that provide solely for the establishment and issuance of particular series of bonds and the addition of property) and correct in all material respects as of each of the Closing Date and, except for the issuance of the CIPS Supplemental Indenture and supplemental indentures that provide solely for the establishment and issuance of particular series of bonds and the addition of property, CIPS's Accession Date. IP represents and warrants that the copy of the IP Indenture delivered to the Agent prior to the Closing Date is complete (except for the

omission of supplemental indentures that provide solely for the establishment and issuance of particular series of bonds and the addition of property) and correct in all material respects as of each of the Closing Date and, except for the issuance of the IP Supplemental Indenture and supplemental indentures that provide solely for the establishment and issuance of particular series of bonds and the addition of property, IP's Accession Date. CILCORP represents and warrants that the copy of the CILCORP Pledge Agreement delivered to the Agent prior to the Closing Date is complete and correct in all material respects as of the Closing Date.

ARTICLE VI

COVENANTS

From and after the Closing Date (or, in the case of each Illinois Utility, its Accession Date) and thereafter during the term of this Agreement, unless the Required Lenders shall otherwise consent in writing:

6.1. Financial Reporting . Each Borrower will maintain, for itself and each of its Subsidiaries, a system of accounting established and administered in accordance with generally accepted accounting principles, and furnish to the Agent, and the Agent shall promptly deliver to each of the Lenders (it being agreed that the obligation of any Borrower to furnish the consolidated financial statements referred to in paragraphs 6.1.1 and 6.1.2 below may be satisfied by the delivery of annual and quarterly reports from such Borrower to the SEC on Forms 10-K and 10-Q containing such statements):

6.1.1 Within 90 days after the close of each fiscal year, such Borrower's audited financial statements prepared in accordance with Agreement Accounting Principles (other than in the case of Resources, which will only be required to provide an unaudited balance sheet , income statement and statement of cash flows) on a consolidated basis, including balance sheets as of the end of such period, statements of income and statements of cash flows, accompanied (in the case of each Borrower other than Resources, which shall provide an officer's certificate complying with the requirements set forth in Section 6.1.2) by (a) an audit report, unqualified as to scope, of a nationally recognized firm of independent public accountants; (b) any management letter prepared by said accountants, and (c) a certificate of said accountants that, in the course of their audit of the foregoing, they have obtained no knowledge that such Borrower failed to comply with certain terms, covenants and provisions of this Agreement as they relate to accounting

matters, or, if in the opinion of such accountants any such failure shall have occurred, stating the nature and status thereof.

6.1.2 Within 45 days after the close of the first three quarterly periods of each of its fiscal years, such Borrower's consolidated unaudited balance sheets as at the close of each such period and consolidated statements of income and a statement of cash flows for the period from the beginning of such fiscal year to the end of such quarter, all certified as to fairness of presentation, compliance with Agreement Accounting Principles (except for the absence of footnotes and year-end adjustments) and consistency by its chief financial officer, controller or treasurer.

6.1.3 Together with the financial statements required under Sections 6.1.1 and 6.1.2, a compliance certificate in substantially the form of Exhibit B signed by such Borrower's chief financial officer, controller or treasurer showing the calculations necessary to determine compliance with this Agreement and stating that no Default or Unmatured Default with respect to such Borrower exists, or if any such Default or Unmatured Default exists, stating the nature and status thereof.

6.1.4 As soon as possible and in any event within 10 days after such Borrower knows that any ERISA Event has occurred that, alone or together with any other ERISA Events that have occurred, could reasonably be expected to result in liability of such Borrower, its Subsidiaries or any Commonly Controlled Entity in an aggregate amount exceeding $25,000,000, a statement, signed by the chief financial officer, controller or treasurer of such Borrower, describing said ERISA Event and the action which such Borrower proposes to take with respect thereto.

6.1.5 As soon as possible and in any event within 10 days after receipt by such Borrower, a copy of (a) any notice or claim to the effect that such Borrower or any of its Subsidiaries is or may be liable to any Person as a result of the release by such Borrower, any of its Subsidiaries, or any other Person of any toxic or hazardous waste or substance into the environment, and (b) any notice alleging any violation of any federal, state or local environmental, health or safety law or regulation by such Borrower or any of its Subsidiaries, which, in either case, could reasonably be expected to have a Material Adverse Effect with respect to such Borrower.

6.1.6 Promptly upon becoming aware thereof, notice of any upgrading or downgrading of the rating of such Borrower's senior unsecured debt, commercial paper or First Mortgage Bonds by Moody's or S&P.

6.1.7 Such other information (including non-financial information) as the Agent or any Lender may from time to time reasonably request.

6.2. Use of Proceeds and Letters of Credit . Each Borrower will, and will cause each of its Subsidiaries to, use the proceeds of the Advances for general corporate purposes, including without limitation, for working capital and other funding needs, to fund loans under and pursuant to the Money Pool Agreements, and to pay fees and expenses incurred in connection with this Agreement. Each Borrower shall use the proceeds of Advances in compliance with all applicable contractual, legal and regulatory requirements and any such use shall not result in a violation of any such requirements, including, without limitation, Regulation U and Regulation X, the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended, and the regulations promulgated thereunder. Each Borrower shall use the Letters of Credit for general corporate purposes.

6.3. Notice of Default . Within five (5) Business Days after an Authorized Officer of any Borrower becomes aware thereof, such Borrower will, and will cause each Subsidiary to, give notice in writing to the Lenders of the occurrence of any Default or Unmatured Default and, unless otherwise reported to the SEC in such Borrower's (or, in the case of Resources, CILCORP's or CILCO's) filings under the Securities Exchange Act of 1934, of any other development, financial or otherwise, which could reasonably be expected to have a Material Adverse Effect with respect to such Borrower.

6.4. Conduct of Business . Each Borrower will, and will cause each of its Subsidiaries to, carry on and conduct its business in substantially the same manner and in substantially the same fields of enterprise in which it is presently conducted or in a manner or fields of enterprise reasonably related thereto and do all things necessary to remain duly incorporated or organized, validly existing and (to the extent such concept applies to such entity) in good standing as a domestic corporation, partnership or limited liability company in its jurisdiction of incorporation or organization, as the case may be, and maintain all requisite authority to conduct its business in each jurisdiction in which its business is conducted. Notwithstanding the foregoing, no Borrower shall be prohibited from dissolving any Inactive Subsidiary or from the sale of any Subsidiary or assets pursuant to governmental or regulatory order or pursuant to Section 6.11.

6.5. Taxes . Each Borrower will, and will cause each of its Subsidiaries to, timely file complete and correct United States federal and applicable foreign, state and local tax returns required by law and pay when due all taxes, assessments and governmental charges and levies upon it or its income, profits or Property, except those which are being contested in good faith by appropriate proceedings and with respect to which adequate reserves have been recorded in accordance with Agreement Accounting Principles.

6.6. Insurance . Each Borrower will, and will cause each of its Subsidiaries to, maintain with financially sound and reputable insurance companies insurance on all its Property in such amounts, subject to such deductibles and self-insurance retentions, and covering such risks as is consistent with sound business practice, and such Borrower will furnish to any Lender upon request full information as to the insurance carried.

6.7. Compliance with Laws; Federal Energy Regulatory Commission and Illinois Commerce Commission Authorization . (a) Each Borrower will, and will cause each of its Subsidiaries to, comply with all laws, rules, regulations, orders, writs, judgments, injunctions, decrees or awards to which it may be subject including, without limitation, all Environmental

Laws, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect with respect to such Borrower.

(b) Each Borrower further agrees not to request any Advance or permit any Loan to remain outstanding hereunder in violation of any applicable FERC or Illinois Commerce Commission authorization described in Section 5.18 or any conditions thereof, as in effect from time to time.

6.8. Maintenance of Properties . Subject to Section 6.11, each Borrower will, and will cause each of its Subsidiaries to, do all things necessary to maintain, preserve, protect and keep its Property used in the operation of its business in good repair, working order and condition (ordinary wear and tear excepted), and make all necessary and proper repairs, renewals and replacements so that its business carried on in connection therewith may be properly conducted at all times.

6.9. Inspection; Keeping of Books and Records . Each Borrower will, and will cause each of its Subsidiaries to, permit the Agent and the Lenders, by their respective representatives and agents, to inspect any of the Property, books and financial records of such Borrower and each of its Subsidiaries, to examine and make copies of the books of accounts and other financial records of such Borrower and each of its Subsidiaries, and to discuss the affairs, finances and accounts of such Borrower and each of its Subsidiaries with, and to be advised as to the same by, their respective officers at such reasonable times and intervals as the Agent or any Lender may designate. Each Borrower shall keep and maintain, and cause each of its Subsidiaries to keep and maintain, in all material respects, proper books of record and account in which entries in conformity with Agreement Accounting Principles shall be made of all dealings and transactions in relation to their respective businesses and activities. If a Default with respect to a Borrower has occurred and is continuing, such Borrower, upon the Agent's request, shall turn over copies of any such records to the Agent or its representatives.

6.10. Merger . Each Borrower will not, nor will it permit any of its Subsidiaries to, merge or consolidate with or into any other Person, except (i) any Subsidiary other than a Borrower may merge or consolidate with a Borrower if such Borrower is the corporation surviving such merger, (ii) any Borrower may merge or consolidate with the Company if the Company is the corporation surviving such merger and becomes a Borrower hereunder succeeding to all the Obligations of such Borrower under documentation reasonably satisfactory to the Agent, (iii) any Subsidiary other than a Borrower may merge or consolidate with any other Subsidiary, provided that each Borrower's aggregate direct and indirect ownership interest in the survivor thereof shall not be less than such Borrower's direct and indirect ownership interest in either of such Subsidiaries prior to such merger, and (iv) any Borrower or any Subsidiary may merge or consolidate with any Person other than a Borrower or a Subsidiary if (a) such Person was organized under the laws of the United States of America or one of its States and (b) such Borrower or such Subsidiary is the corporation surviving such merger; provided that, in each case, after giving effect thereto, no Default with respect to such Borrower will be in existence.

6.11. Dispositions of Assets . No Borrower will, or will permit any of its Subsidiaries to, lease, sell or otherwise dispose of its Property to any other Person, including any of its Subsidiaries, whether existing on the date hereof or hereafter created, except:

6.11.1 Sales of electricity, natural gas, emissions credits and other commodities in the ordinary course of business.

6.11.2 A disposition of assets by a Subsidiary of such Borrower (other than a Subsidiary of such Borrower that is itself a Borrower) to such Borrower or another Subsidiary of such Borrower.

6.11.3 A disposition by a Borrower, or any of its Subsidiaries, to one of its Subsidiaries of Property received by such Borrower or such Subsidiary after the date hereof from the Company, directly or indirectly through another Subsidiary, specifically for transfer to the Subsidiary of such Borrower.

6.11.4 The payment of cash dividends by the Company or any Subsidiary to holders of its equity interests.

6.11.5 Advances of cash in the ordinary course of business pursuant to the Money Pool Agreements or other intercompany borrowing arrangements with terms substantially similar to the Money Pool Agreements.

6.11.6 A disposition of obsolete property or property no longer used in the business of such Borrower or its Subsidiaries.

6.11.7 The transfer pursuant to a requirement of law or any regulatory authority having jurisdiction, of functional and/or operational control of (but not of title to) transmission facilities of such Borrower or its Subsidiaries to an Independent System Operator, Regional Transmission Organization or to some other entity which has responsibility for operating and planning a regional transmission system.

6.11.8 Dispositions pursuant to Leveraged Lease Sales.

6.11.9 [omitted].

6.11.10 Leases, sales or other dispositions by such Borrower or any of its Subsidiaries of its Property that, together with all other Property of such Borrower and its Subsidiaries previously leased, sold or disposed of (other than dispositions otherwise permitted by other provisions of this Section 6.11) since the Closing Date, do not constitute Property which represents more than fifteen percent (15%) of the Consolidated Tangible Assets of such Borrower as would be shown in the consolidated financial statements of such Borrower and its Subsidiaries as at the end of the fiscal year ending immediately prior to the date of any such lease, sale or other disposition.

6.11.11 Contributions, directly or indirectly, of capital, in the form of either debt or equity, by the Company or any Subsidiary to any Subsidiary of the Company.

6.11.12 Transactions under which the Borrower, or its Subsidiary, that disposes of its Property receives in return consideration (i) in a form other than equity, other ownership interests or indebtedness and (ii) of which at least 75% is cash and/or assumption of debt; provided that any such cash consideration so received, unless retained by such Borrower or its Subsidiary at all times prior to the repayment of all Obligations under this Agreement, shall be used (x) within twelve months of the receipt thereof for investment or reinvestment by such Borrower or its Subsidiary in its existing business or (y) within six months of the receipt thereof to reduce Indebtedness of such Borrower or its Subsidiary, and provided further that after taking into account the assets disposed of by such Borrower and its Subsidiaries in the aggregate and any investment or reinvestment of the proceeds thereof in the business of such Borrower and its Subsidiaries, no such transaction shall result in such Borrower and its Subsidiaries as a whole having disposed of all or substantially all of their assets.

6.11.13 Transfers of Receivables (and rights ancillary thereto) pursuant to, and in accordance with the terms of, a Permitted Securitization.

Notwithstanding any other provision of this Agreement, (a) CILCORP shall not dispose of any common stock of CILCO held by it, and (b) Resources shall not dispose of either the E.D. Edwards plant or the Duck Creek plant substantially as an entirety nor shall Resources dispose of any asset the disposition of which would adversely affect in any material respect the operation or the value of either the E.D. Edwards plant or the Duck Creek plant.

6.12. Indebtedness of Project Finance Subsidiaries, Investments in Project Finance Subsidiaries and Other Investments; Acquisitions .

6.12.1 Neither any Borrower nor any of its Subsidiaries shall be directly or indirectly, primarily or secondarily, liable for any Indebtedness or any other form of liability, whether direct, contingent or otherwise, of a Project Finance Subsidiary nor shall any Borrower or any of its Subsidiaries provide any guarantee of the Indebtedness, liabilities or other obligations of a Project Finance Subsidiary. Each Borrower will not, nor will it permit any of its Subsidiaries to, make or suffer to exist Investments in Project Finance Subsidiaries in excess of $100,000,000 in the aggregate for all the Borrowers and Subsidiaries at any time. Each Borrower will not, nor will it permit any of its Subsidiaries to, consummate any Acquisition other than an Acquisition (a) which is consummated on a non-hostile basis approved by a majority of the board of directors or other governing body of the Person being acquired and (b) which involves the purchase of a business line similar, related, complementary or incidental to that of such Borrower and its Subsidiaries as of the Closing Date unless the purchase price therefor is less than or equal to (i) $10,000,000 with respect thereto or (ii) $50,000,000 when taken together with all other Acquisitions consummated by all the Borrowers and Subsidiaries during the term of this Agreement which do not otherwise satisfy the conditions described above in this clause (b), and, as of the date of such

Acquisition and after giving effect thereto, no Default or Unmatured Default shall exist with respect to such Borrower.

6.12.2 No Borrower will, or will permit any of its Subsidiaries to, make any investment in, or lease, sell or otherwise dispose of any asset to, any Affiliate of the Company other than:

(i) as would be permitted under Section 6.11.1, 6.11.2, 6.11.8 or 6.11.13,

(ii) investments pursuant to cash management and money pool arrangements among the Company and its Affiliates (consistent with past practices and subject to compliance with record-keeping arrangements sufficient to allow at any time the identification of cash to the owners thereof at such time (it being understood that compliance with FERC or other applicable regulatory requirements to such effect shall be deemed sufficient)),

(iii) transfers of assets to an Affiliate of the Company for fair market value (or, to the extent obligatory under applicable regulatory requirements, book value) paid in cash or in the form of tangible assets useful in the business of the Borrower or Subsidiary making such transfer,

(iv) disposition by a Subsidiary to an Affiliate of the Company received by such Subsidiary after the Closing Date from the Company, directly or indirectly through another Subsidiary of the Company, specifically for disposition to such Affiliate,

(v) any investment by a Borrower in, or any other disposition by a Borrower to, an Affiliate of the Company, provided that the aggregate book value of all such investments made and assets disposed of in reliance on this clause (v) after the Closing Date by such Borrower does not exceed 25,000,000, and

(vi) the payment of cash dividends by a Borrower or any Subsidiary to holders of its equity interests, provided that the payment thereof is not prohibited by Section 6.21.

6.13. Liens . Each Borrower will not, nor will it permit any of its Subsidiaries (other than a Project Finance Subsidiary) to, create, incur, or suffer to exist any Lien in, of or on the Property of such Borrower or any of its Subsidiaries, except:

6.13.1 Liens, if any, securing the Loans and other Obligations hereunder.

6.13.2 Liens for taxes, assessments or governmental charges or levies on its Property if the same shall not at the time be delinquent or thereafter can be paid without penalty, or are being contested in good faith and by appropriate proceedings and for which adequate reserves in accordance with Agreement Accounting Principles shall have been set aside on its books.

6.13.3 Liens imposed by law, such as landlords', wage earners', carriers', warehousemen's and mechanics' liens and other similar liens arising in the ordinary course of business which secure payment of obligations not more than 60 days past due or which are being contested in good faith by appropriate proceedings and for which adequate reserves in accordance with Agreement Accounting Principles shall have been set aside on its books.

6.13.4 Liens arising out of pledges or deposits under worker's compensation laws, unemployment insurance, old age pensions, or other social security or retirement benefits, or similar legislation.

6.13.5 Liens existing on the date hereof and described in Schedule 2.

6.13.6 Deposits securing liability to insurance carriers under insurance or self-insurance arrangements.

6.13.7 Deposits or accounts to secure the performance of bids, trade contracts or obligations (other than for borrowed money), vendor and service provider arrangements, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business.

6.13.8 Easements, reservations, rights-of-way, restrictions, survey exceptions and other similar encumbrances as to real property of such Borrower and its Subsidiaries which customarily exist on properties of corporations engaged in similar activities and similarly situated and which do not materially interfere with the conduct of the business of such Borrower or any such Subsidiary conducted at the property subject thereto.

6.13.9 Liens arising out of judgments or awards not exceeding $25,000,000 in the aggregate for all the Borrowers and Subsidiaries with respect to which appeals are being diligently pursued, and, pending the determination of such appeals, such judgments or awards having been effectively stayed.

6.13.10 Liens, securing obligations constituting neither obligations nor Contingent Obligations of the Borrower or any Subsidiary nor on account of which the Borrower or any Subsidiary customarily pays interest, upon real estate upon which the Borrower or any Subsidiary has a right-of-way, easement, franchise or other servitude or of which the Borrower or any Subsidiary is the lessee of the whole thereof or any interest therein, including, but not limited to, for the purpose of locating transmission and distribution

lines and related support structures, pipe lines, substations, measuring stations, tanks, pumping or delivery equipment or similar equipment.

6.13.11 Liens arising by virtue of any statutory, contractual or common law provision relating to banker's liens, rights of setoff or similar rights as to deposit accounts or other funds maintained with a depository institution.

6.13.12 Liens (a) on assets of Resources existing on the date hereof that are set forth on the title report delivered in connection with the title insurance obtained pursuant to Section 4.2.7 or otherwise set forth on Schedule 2 and (b) subject to Section 6.19.4, Liens created under a "Security Document", as defined in the Resources Collateral Agency Agreement.

6.13.13 Liens (a) on assets of CIPS existing on the date hereof and (b) subject to Section 6.19.2, Liens created pursuant to the CIPS Indenture securing First Mortgage Bonds; provided that the Liens of such CIPS Indenture shall extend only to the property of CIPS (including, to the extent applicable, after acquired property) that is or would be covered by the Liens of the CIPS Indenture as in effect on the date hereof.

6.13.14 Any Liens existing on any assets of IP or any of its Subsidiaries or related trusts related to the Illinois Power Special Purpose Trust Transitional Funding Trust Notes, Series 1998-1.

6.13.15 Liens existing on any capital assets of any Subsidiary of such Borrower at the time such Subsidiary becomes a Subsidiary and not created in contemplation of such event.

6.13.16 Liens on any capital assets securing Indebtedness incurred or assumed for the purpose of financing or refinancing all or any part of the cost of acquiring or constructing such asset; provided that such Lien attaches to such asset concurrently with or within eighteen (18) months after the acquisition or completion of construction thereof.

6.13.17 Liens existing on any capital assets of any Subsidiary of such Borrower at the time such Subsidiary is merged or consolidated with or into such Borrower or any Subsidiary and not created in contemplation of such event.

6.13.18 Liens existing on any assets prior to the acquisition thereof by such Borrower or any of its Subsidiaries and not created in contemplation thereof; provided that such Liens do not encumber any other property or assets.

6.13.19 Liens (a) on the capital stock of CILCO and on the assets of CILCO and any other Subsidiary of CILCORP existing on the date hereof, and/or (b) subject to Section 6.19.1, created pursuant to the CILCO Indenture

securing First Mortgage Bonds, and/or (c) subject to Section 6.19.5, created pursuant to the CILCORP Pledge Agreement; provided that the Liens of such CILCO Indenture or CILCORP Pledge Agreement shall extend only to the property (including, to the extent applicable, after acquired property) that is or would be covered by the Liens of the CILCO Indenture or CILCORP Pledge Agreement, as applicable, as in effect on the date hereof.

6.13.20 Undetermined Liens and charges incidental to construction.

6.13.21 Liens on Property or assets of a Subsidiary in favor of such Borrower or a Subsidiary that is directly or indirectly wholly owned by such Borrower.

6.13.22 Liens (a) on the assets of IP and any Subsidiary of IP existing on the date hereof and/or (b) subject to Section 6.19.3, created pursuant to the IP Indenture securing First Mortgage Bonds; provided that the Liens of such IP Indenture shall extend only to the property (including, to the extent applicable, after acquired property) that is or would be covered by the Liens of the IP Indenture as in effect on the date hereof.

6.13.23 Liens arising in connection with sales or transfers of, or financings secured by, Receivables, including Liens granted by an SPC to secure Indebtedness arising under a Permitted Securitization.

6.13.24 Liens arising out of the refinancing, extension, renewal or refunding of any Indebtedness secured by any Lien permitted by any of Section 6.13.12 through 6.13.23; provided that (a) such Indebtedness is not secured by any additional assets, and (b) the amount of such Indebtedness secured by any such Lien is not increased.

6.13.25 Liens not described in Sections 6.13.1 through 6.13.24, inclusive, securing Indebtedness or other liabilities or obligations of a Borrower or its Subsidiaries in an aggregate principal amount outstanding for all such Liens not to exceed 10% of the Consolidated Tangible Assets of such Borrower at the time of the incurrence of any such Lien.

6.14. Affiliates . Each Borrower will not, and will not permit any of its Subsidiaries to, enter into any transaction (including without limitation, the purchase or sale of any Property or service) with, or make any payment or transfer to, any Affiliate (other than such Borrower and its Subsidiaries) except in the ordinary course of business and pursuant to the reasonable requirements of such Borrower's or such Subsidiary's business and, except to the extent that the terms and consideration of any such transaction are mandated, limited or otherwise subject to conditions imposed by any regulatory or government body, upon fair and reasonable terms no less favorable to such Borrower or such Subsidiary than such Borrower or such Subsidiary would obtain in a comparable arm's-length transaction; provided, however, that this Section 6.14 shall not prohibit or restrict (i) transactions that provide for the purchase or sale of Property or services

at cost that are entered into with any services company that is a Subsidiary of the Company, (ii) investments pursuant to cash management and money pool arrangements among the Company and its subsidiaries (consistent with past practices and subject to compliance with record-keeping arrangements sufficient to allow at any time the identification of cash to owners thereof at such time (it being understood that compliance with FERC or other applicable regulatory requirements to such effect shall be deemed sufficient)), (iii) customary sale and servicing transactions with an SPC pursuant to, and in accordance with the terms of, a Permitted Securitization, and (iv) payment of cash dividends pursuant to Section 6.12.2.

6.15. Financial Contracts . Each Borrower will not, nor will it permit any of its Subsidiaries , to, enter into or remain liable upon any Rate Management Transactions except for those entered into in the ordinary course of business for bona fide hedging purposes and not for speculative purposes.

6.16. Subsidiary Covenants . Each Borrower will not, and will not permit any of its Subsidiaries other than a Project Finance Subsidiary to, create or otherwise cause to become effective any consensual encumbrance or restriction of any kind on the ability of any such Subsidiary other than a Project Finance Subsidiary (i) to pay dividends or make any other distribution on its common stock, (ii) to pay any Indebtedness or other obligation owed to such Borrower or any other Subsidiary of such Borrower, or (iii) to make loans or advances or other Investments in such Borrower or any other Subsidiary of such Borrower, in each case, other than (a) restrictions and conditions imposed by law or by this Agreement or the CILCORP Pledge Agreement, (b) restrictions and conditions existing on the date hereof, in each case as identified on Schedule 3 (without giving effect to any amendment or modification expanding the scope of any such restriction or condition), (c) customary restrictions and conditions relating to an SPC contained in agreements governing a Permitted Securitization, and (d) customary restrictions and conditions contained in agreements relating to the sale of a Subsidiary pending such sale, provided that such restrictions and conditions apply only to the Subsidiary that is to be sold and such sale is permitted hereunder.

6.17. Leverage Ratio . Each Borrower will not permit the ratio of (i) its Consolidated Indebtedness to (ii) its Consolidated Total Capitalization to be greater than 0.65 to 1.00 at any time for each Borrower; provided that Consolidated Indebtedness, solely as such term is used in, and solely for the purpose of, clause (i) of this Section 6.17, shall not include subordinated indebtedness which, by it terms, is subordinated to the Obligations on terms not less favorable to the Lenders than those set forth in Exhibit G (it being understood that any such subordinated indebtedness will be expressly subordinated to all Obligations, including Obligations in respect of Letters of Credit).

6.18. Further Assurances .

6.18.1 CILCO . CILCO will, at the expense of CILCO, make, execute, endorse, acknowledge, file and/or deliver to the Agent from time to time such assurances or instruments and take such further steps relating to the CILCO Credit Agreement Bond as the Agent may reasonably require to maintain the validity and the continued enforceability of the CILCO Credit Agreement Bond as are generally consistent with the terms of this Agreement and the Loan Documents. Furthermore, CILCO will deliver to

the Agent such opinions of counsel and other information and related documents as may be reasonably requested by the Agent to assure compliance with this Section 6.18.1. CILCO agrees that each action required by this Section 6.18.1 shall be completed as soon as reasonably practical, but in no event later than 30 days (or such greater number of days as the Agent may agree) after such action is requested to be taken by the Agent.

6.18.2 CIPS . CIPS will, at the expense of CIPS, make, execute, endorse, acknowledge, file and/or deliver to the Agent from time to time such assurances or instruments and take such further steps relating to the CIPS Credit Agreement Bond covered by any of the Loan Documents as the Agent may reasonably require to maintain the validity and the continued enforceability of the CIPS Credit Agreement Bond as are generally consistent with the terms of this Agreement and the Loan Documents. Furthermore, CIPS will deliver to the Agent such opinions of counsel and other information and related documents as may be reasonably requested by the Agent to assure compliance with this Section 6.18.2. CIPS agrees that each action required by this Section 6.18.2 shall be completed as soon as reasonably practical, but in no event later than 30 days (or such greater number of days as the Agent may agree) after such action is requested to be taken by the Agent.

6.18.3 IP . IP will, at the expense of IP, make, execute, endorse, acknowledge, file and/or deliver to the Agent from time to time such assurances or instruments and take such further steps relating to the IP Credit Agreement Bond as the Agent may reasonably require to maintain the validity and the continued enforceability of the IP Credit Agreement Bond as are generally consistent with the terms of this Agreement and the Loan Documents. Furthermore, IP will deliver to the Agent such opinions of counsel and other information and related documents as may be reasonably requested by the Agent to assure compliance with this Section 6.18.3. IP agrees that each action required by this Section 6.18.3 shall be completed as soon as reasonably practical, but in no event later than 30 days (or such greater number of days as the Agent may agree) after such action is requested to be taken by the Agent.

6.18.4 Resources . Resources will at the expense of Resources, make, execute, endorse, acknowledge, file and/or deliver to the Agent from time to time such assurances or instruments and take such further steps relating to the Resources Collateral Documents as the Agent may reasonably require to maintain the validity and the continued enforceability of the Resources Mortgages as are generally consistent with the terms of this Agreement and the Loan Documents, including as to any after-acquired property constituting part of the real property, fixtures and operating equipment of Resources located at the E.D. Edwards plant in Bartonville, Illinois, or at the Duck Creek plant in Canton, Illinois, as reflected in the Property and Plant accounts on the balance sheet of Resources or, to the extent assignable, constituting any license, permit, easement or similar right necessary to the operation of such fixtures and operating equipment. Furthermore, Resources will deliver to the Agent such opinions of counsel and other information and related documents as may be reasonably requested by the Agent to assure compliance with this Section 6.18.4. Resources agrees that each action required by this Section 6.18.4 shall be completed as soon as reasonably practical, but in no event

later than 30 days (or such greater number of days as the Agent may agree) after such action is requested to be taken by the Agent.

6.18.5 CILCORP . CILCORP will at the expense of CILCORP, make, execute, endorse, acknowledge, file and/or deliver to the Agent from time to time such assurances or instruments and take such further steps relating to the CILCORP Collateral Documents as the Agent may reasonably require to maintain the validity and the continued enforceability of the CILCORP Pledge Agreement as are generally consistent with the terms of this Agreement and the Loan Documents. Furthermore, CILCORP will deliver to the Agent such opinions of counsel and other information and related documents as may be reasonably requested by the Agent to assure compliance with this Section 6.18.5. CILCORP agrees that each action required by this Section 6.18.5 shall be completed as soon as reasonably practical, but in no event later than 30 days (or such greater number of days as the Agent may agree) after such action is requested to be taken by the Agent.

6.19. Other Indebtedness under Collateral Documents .

6.19.1 CILCO . CILCO shall at all times maintain at least $25,000,000 of issuance availability under the CILCO Indenture (giving effect to any applicable “net earnings certificate” requirement) based upon "property additions" (as defined in the CILCO Indenture) or upon bonds that have been paid, retired, redeemed, canceled or surrendered for cancelation.

6.19.2 CIPS . CIPS shall at all times maintain issuance availability under the CIPS Indenture (giving effect to any applicable “net earnings” certificate requirement) based upon "bondable property" (as defined in the CIPS Indenture) or upon bonds that have been paid, canceled, redeemed or otherwise discharged of (a) at all times prior to December 31, 2007, at least $50,000,000, (b) at all times on and after December 31, 2007, but prior to December 31, 2008, at least $100,000,000, and (c) at all times on and after December 31, 2008, at least $150,000,000.

6.19.3 IP . IP shall at all times maintain at least $100,000,000 of issuance availability under the IP Indenture (giving effect to any applicable “Net Earnings Certificate” requirement) based upon "Property Additions" or “Retired Bonds” (as such terms are defined in the IP Indenture).

6.19.4 Resources . Resources shall not at any time permit the aggregate principal amount of Indebtedness other than the Obligations that is secured by a Lien under any “Security Document”, as defined in the Resources Collateral Agency Agreement, to exceed $200,000,000.

6.19.5 CILCORP . CILCORP shall not at any time permit the aggregate principal amount of Indebtedness other than the Obligations that is secured by a Lien under the CILCORP Pledge Agreement to exceed $550,000,000.

6.20. Amendments of Collateral Documents .

6.20.1 CILCO . CILCO will not amend, supplement, waive or terminate the CILCO Indenture in any manner that is materially adverse to the Lenders; provided the foregoing shall not prohibit CILCO from supplementing the CILCO Indenture in order to provide for the issuance of additional First Mortgage Bonds in accordance with the CILCO Indenture, subject to compliance with Section 6.19.1, or to add property to the lien of the CILCO Indenture, subject to compliance with Section 6.13.19.

6.20.2 CIPS . CIPS will not amend, supplement, waive or terminate the CIPS Indenture in any manner that is materially adverse to the Lenders; provided the foregoing shall not prohibit CIPS from supplementing the CIPS Indenture in order to provide for the issuance of additional First Mortgage Bonds in accordance with the CIPS Indenture, subject to compliance with Section 6.19.2, or to add property to the lien of the CIPS Indenture, subject to compliance with Section 6.13.13.

6.20.3 IP . IP will not amend, supplement, waive or terminate the IP Indenture in any manner that is materially adverse to the Lenders; provided the foregoing shall not prohibit IP from supplementing the IP Indenture in order to provide for the issuance of additional First Mortgage Bonds in accordance with the IP Indenture, subject to compliance with Section 6.19.3, or to add property to the lien of the IP Indenture, subject to compliance with Section 6.13.22.

6.20.4 Resources . Resources will not amend, supplement, waive or terminate the Resources Collateral Agency Agreement in any manner that is materially adverse to the Lenders; provided the foregoing shall not prohibit Resources from having outstanding up to $200,000,000 aggregate principal amount of Indebtedness secured ratably with the Obligations by the Resources Mortgaged Property in accordance with the Resources Collateral Agency Agreement if Resources, at its sole cost and expense, purchases additional title insurance so that the aggregate insurance is not less than the aggregate amount of (a) the greater at such time of the aggregate amount of the Borrower Credit Exposures and the Aggregate Commitment and (b) the amount of the additional Indebtedness, either in the form of amendments to the existing title insurance policies insuring the Resources Mortgages or new title insurance policies insuring the same. Resources will not amend, supplement, waive or terminate either Resources Mortgage without the prior written approval of the Required Lenders.

6.20.5 CILCORP . CILCORP will not amend, supplement, waive or terminate the CILCORP Pledge Agreement in any manner that is materially adverse to the Lenders; provided the foregoing shall not prohibit CILCORP from having outstanding up to $550,000,000 aggregate principal amount of Indebtedness secured ratably with the Obligations by a Lien under the CILCORP Pledge Agreement, subject to compliance with Section 6.19.5.

6.21. Restricted Payments . (a) No Borrower will declare or make, or agree to pay or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so, at any time that a Default shall have occurred and be continuing in respect of such Borrower.

(b) No Borrower will declare or make, or agree to pay or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so, at any time that (i) the Moody's Rating (as defined in the Pricing Schedule) in respect of such Borrower then in effect shall be Ba1 or lower, or no Moody's Rating shall be in effect for such Borrower, or (ii) the S&P Rating (as defined in the Pricing Schedule) in respect of such Borrower then in effect
shall be BB+ or lower, or no S&P Rating shall be in effect for such Borrower, provided that in the case of Resources, the restrictions set forth in this Section 6.21(b) shall not apply notwithstanding that Resources has no Moody's Rating or no S&P Rating if Resources' Consolidated Total Debt to Consolidated Operating Cash Flow Ratio (as defined in the Pricing Schedule) is less than or equal to 3.0 to 1.0, and provided further that notwithstanding the application of clause (i) or (ii) at any time, each Borrower may (subject to paragraph (a) above) declare and pay Restricted Payments in an aggregate amount during any fiscal year of such Borrower not to exceed $10,000,000.

6.22. CILCO Preferred Stock . CILCO shall not issue any preferred stock if after giving effect to such issuance the aggregate liquidation value of all CILCO preferred stock issued after the Closing Date would exceed $50,000,000.

ARTICLE VII

DEFAULTS

The occurrence of any one or more of the following events in respect of any Borrower shall constitute a Default with respect to such Borrower:

7.1. Any representation or warranty made or deemed made by or on behalf of such Borrower (including any representation or warranty deemed made by such Borrower as to one of its Subsidiaries) to the Lenders, the Issuing Banks or the Agent under or in connection with this Agreement, any Collateral Document, any Credit Extension, or any certificate or information delivered in connection with this Agreement or any other Loan Document shall be false in any material respect on the date as of which made or deemed made.

7.2. Such Borrower or, in the case of CILCORP, CILCORP or any of its Subsidiaries, shall fail to pay in respect of any Obligation owing by it (i) principal of any Loan when due, or (ii) interest upon any Loan or any Facility Fee or other Obligations under any of the Loan Documents within five (5) Business Days after such interest, fee or other Obligation becomes due.

7.3. The breach by such Borrower of any of the terms or provisions of Section 6.2, 6.3, 6.9, 6.10, 6.11, 6.12, 6.13, 6.14, 6.15, 6.16, 6.17, 6.19, 6.20, 6.21 and 6.22.

7.4. The breach by such Borrower (other than a breach which constitutes a Default under another Section of this Article VII) of any of the terms or provisions of this Agreement or any Collateral Document which is not remedied within fifteen (15) days after the earlier to occur of (i) written notice from the Agent or any Lender to such Borrower or (ii) an Authorized Officer otherwise becoming aware of any such breach.

7.5. Failure of such Borrower or, in the case of CILCORP, CILCORP or any of its Subsidiaries (other than Project Finance Subsidiaries), to pay when due any Material Indebtedness; or the default by such Borrower or, in the case of CILCORP, CILCORP or any of its Subsidiaries (other than Project Finance Subsidiaries) in the performance (beyond the applicable grace period with respect thereto, if any) of any term, provision or condition contained in any Material Indebtedness Agreement or any other event shall occur or condition exist (except for a "Triggering Event" under IP's 11½% Mortgage Bonds due 2010 which does not also cause an event of default thereunder), the effect of which default, event or condition is to cause, or to permit the holder(s) of such Material Indebtedness or the lender(s) under any Material Indebtedness Agreement to cause, such Material Indebtedness to become due prior to its stated maturity or any commitment to lend under any Material Indebtedness Agreement to be terminated prior to its stated expiration date; or any Material Indebtedness of such Borrower or, in the case of CILCORP, CILCORP or any of its Subsidiaries (other than Project Finance Subsidiaries) shall be declared to be due and payable or required to be prepaid or repurchased (other than by a regularly scheduled payment) prior to the stated maturity thereof (except in the case of or related to a "Triggering Event" under IP's 11½% Mortgage Bonds due 2010 which does not also cause an event of default thereunder); or such Borrower or, in the case of CILCORP, CILCORP or any of its Subsidiaries (other than Project Finance Subsidiaries), shall not pay, or admit in writing its inability to pay, its debts generally as they become due; provided that no Default shall occur under this Section 7.5 as a result of (i) any notice of voluntary prepayment delivered by such Borrower or any Subsidiary with respect to any Indebtedness, or (ii) any voluntary sale of assets by such Borrower or any Subsidiary permitted hereunder as a result of which any Indebtedness secured by such assets is required to be prepaid.

7.6. Such Borrower or, in the case of CILCORP, CILCORP or any of its Subsidiaries (other than Project Finance Subsidiaries or an SPC) shall (i) have an order for relief entered with respect to it under the Federal bankruptcy laws as now or hereafter in effect, (ii) make an assignment for the benefit of creditors, (iii) apply for, seek, consent to, or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any Substantial Portion of its Property, (iv) institute any proceeding seeking an order for relief under the Federal bankruptcy laws as now or hereafter in effect or seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it, (v) take any corporate or partnership action to authorize or effect any of the foregoing actions set forth in this Section 7.6, (vi) fail to contest in good faith any appointment or proceeding described in Section 7.7, or (vii) become unable, admit in writing its inability or fail generally to pay its debts as they become due.

7.7. Without the application, approval or consent of such Borrower or, in the case of CILCORP, CILCORP or any of its Subsidiaries (other than a Project Finance Subsidiary or an SPC), a receiver, trustee, examiner, liquidator or similar official shall be appointed for such Borrower or, in the case of CILCORP, CILCORP or any of its Subsidiaries (other than a Project Finance Subsidiary or an SPC) or any Substantial Portion of its Property, or a proceeding described in Section 7.6(iv) shall be instituted against such Borrower or, in the case of CILCORP, CILCORP or any of its Subsidiaries (other than a Project Finance Subsidiary or an

SPC) and such appointment continues undischarged or such proceeding continues undismissed or unstayed for a period of 60 consecutive days.

7.8. Any court, government or governmental agency shall condemn, seize or otherwise appropriate, or take custody or control of, all or any portion of the Property of such Borrower or, in the case of CILCORP, CILCORP or any of its Subsidiaries (other than Project Finance Subsidiaries or an SPC), which, when taken together with all other Property of such Borrower or, in the case of CILCORP, CILCORP and its Subsidiaries (other than Project Finance Subsidiaries or an SPC), so condemned, seized, appropriated, or taken custody or control of, during the twelve-month period ending with the month in which any such action occurs, constitutes a Substantial Portion of its Property.

7.9. Such Borrower or, in the case of CILCORP, CILCORP or any of its Subsidiaries (other than Project Finance Subsidiaries or an SPC) shall fail within 45 days to pay, bond or otherwise discharge one or more (i) judgments or orders for the payment of money in excess of $25,000,000 (or the equivalent thereof in currencies other than Dollars) in the aggregate (net of any amount covered by insurance), or (ii) nonmonetary judgments or orders which, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect, which judgment(s), in any such case, is/are not stayed on appeal or otherwise being appropriately contested in good faith.

7.10. An ERISA Event shall have occurred that, in the opinion of the Required Lenders, when taken together with all other ERISA Events that have occurred, could reasonably be expected to result in liability of such Borrower, its Subsidiaries or any Commonly Controlled Entity in an aggregate amount exceeding $25,000,000.

7.11. Nonpayment when due (after giving effect to any applicable grace period) by such Borrower or, in the case of CILCORP, CILCORP or any of its Subsidiaries (other than Project Finance Subsidiaries or an SPC) of obligations or settlement amounts under Rate Management Transactions in an aggregate amount of $10,000,000 or more, or the breach (beyond any grace period applicable thereto) by such Borrower or, in the case of CILCORP, CILCORP or any of its Subsidiaries (other than Project Finance Subsidiaries or an SPC) of any term, provision or condition contained in any Rate Management Transaction the effect of which is to cause, or to permit the counterparty(ies) thereof to cause, the termination of such Rate Management Transaction resulting in liability of such Borrower or, in the case of CILCORP, CILCORP and such Subsidiaries for obligations and/or settlement amounts under such Rate Management Transactions in an aggregate amount of $10,000,000 or more.

7.12. Any Change in Control with respect to such Borrower shall occur.

7.13. Such Borrower or, in the case of CILCORP, CILCORP or any of its Subsidiaries, shall (i) be the subject of any proceeding or investigation pertaining to the release by such Borrower (or, in the case of CILCORP, CILCORP or any of its Subsidiaries) or any other Person of any toxic or hazardous waste or substance into the environment, or (ii) violate any Environmental Law; which, in the case of an event described in clause (i) or clause (ii), has resulted in liability to such Borrower or, in the case of CILCORP, CILCORP and its Subsidiaries, in an amount equal to $50,000,000 or more (in the case of CILCORP, in the

aggregate for CILCORP and all its Subsidiaries), which liability is not paid, bonded or otherwise discharged within 45 days or which is not stayed on appeal and being appropriately contested in good faith.

7.14. Any Loan Document shall fail to remain in full force or effect with respect to such Borrower or in respect of any Lien thereunder intended to secure the Obligations of such Borrower or any such Lien (subject to Liens and exceptions permitted by the Loan Documents) shall fail to constitute a perfected first priority Lien securing the Obligations of such Borrower, or any action shall be taken to discontinue or to assert the invalidity or unenforceability of any Loan Document with respect to such Borrower or any Lien or the priority of any Lien intended to secure the Obligations of such Borrower.

7.15. Any event shall occur or condition shall exist (i) in the case of CILCO, under the CILCO Indenture or any agreement or instrument relating to any Indebtedness thereunder and shall continue after the applicable grace period, if any, specified in the CILCO Indenture or such agreement or instrument, if the effect of such event or condition is to accelerate the maturity of any Indebtedness secured by the CILCO Indenture; (ii) in the case of CIPS, under the CIPS Indenture or any agreement or instrument relating to any Indebtedness thereunder and shall continue after the applicable grace period, if any, specified in the CIPS Indenture or such agreement or instrument, if the effect of such event or condition is to accelerate the maturity of any Indebtedness secured by the CIPS Indenture; (iii) in the case of IP, under the IP Indenture or any agreement or instrument relating to any Indebtedness thereunder and shall continue after the applicable grace period, if any, specified in the IP Indenture or such agreement or instrument, if the effect of such event or condition is to accelerate the maturity of any Indebtedness secured by the IP Indenture; (iv) in the case of Resources, under any agreement or instrument relating to any Indebtedness secured by any "Security Document", as defined in the Resources Collateral Agency Agreement, if the effect of such event or condition is to accelerate the maturity of such Indebtedness; and (v) in the case of CILCORP, under any agreement or instrument relating to any Indebtedness secured by the CILCORP Pledge Agreement, if the effect of such event or condition is to accelerate the maturity of such Indebtedness.

7.16. (a) In the case of CILCO, (i) the CILCO Credit Agreement Bond shall cease to be outstanding for any reason other than (A) both CILCO's Borrower Sublimit and CILCO's Borrower Credit Exposure have been reduced to zero, (B) the payment in full of the CILCO Credit Agreement Bond or (C) the return by the Agent of the CILCO Credit Agreement Bond to CILCO or the CILCO Trustee, or (ii) the Agent, on behalf of the Lenders, shall cease at any time to be the holder of the CILCO Credit Agreement Bond for all purposes of the CILCO Indenture (unless the CILCO Credit Agreement Bond is transferred by the Agent); (b) in the case of CIPS, (i) the CIPS Credit Agreement Bond shall cease to be outstanding for any reason other than (A) both CIPS's Borrower Sublimit and CIPS's Borrower Credit Exposure have been reduced to zero, (B) the payment in full of the CIPS Credit Agreement Bond or (C) the return by the Agent of the CIPS Credit Agreement Bond to CIPS or the CIPS Trustees, or (ii) the Agent, on behalf of the Lenders, shall cease at any time to be the holder of the CIPS Credit Agreement Bond for all purposes of the CIPS Indenture (unless the CIPS Credit Agreement Bond is transferred by the Agent); or (c) in the case of IP, (i) the IP Credit Agreement Bond shall cease to be outstanding for any reason other than (A) both IP's Borrower Sublimit and IP's Borrower Credit Exposure have been reduced to zero, (B) the payment in full of the IP Credit Agreement Bond or (C) the

return by the Agent of the IP Credit Agreement Bond to IP or the IP Trustee, or (ii) the Agent, on behalf of the Lenders, shall cease at any time to be the holder of the IP Credit Agreement Bond for all purposes of the IP Indenture (unless the IP Credit Agreement Bond is transferred by the Agent).

ARTICLE VIII

ACCELERATION, WAIVERS, AMENDMENTS AND REMEDIES

8.1. Acceleration . If any Default described in Section 7.6 or 7.7 occurs with respect to a Borrower or, in the case of CILCORP, CILCORP or any of its Subsidiaries (other than any Project Finance Subsidiary or an SPC), the obligations of the Lenders to make Loans and of the Issuing Banks to issue Letters of Credit hereunder to such Borrower shall automatically terminate and the Obligations of such Borrower shall immediately become due and payable without any election or action on the part of the Agent, any Issuing Bank or any Lender. If any other Default occurs with respect to a Borrower or, in the case of CILCORP, CILCORP or any of its Subsidiaries (other than any Project Finance Subsidiary or an SPC to the extent excluded from such Default by the provisions of Article VII), the Required Lenders (or the Agent with the consent of the Required Lenders) may terminate or suspend the obligations of the Lenders to make Loans and of the Issuing Banks to issue Letters of Credit hereunder to such Borrower, or declare the Obligations to be due and payable, or both, whereupon the Obligations shall become immediately due and payable, without presentment, demand, protest or notice of any kind, all of which such Borrower hereby expressly waives.

If, after acceleration of the maturity of the Obligations or termination of the obligations of the Lenders to make Loans and of the Issuing Banks to issue Letters of Credit hereunder as a result of any Default (other than any Default as described in Section 7.6 or 7.7 with respect to such Borrower) and before any judgment or decree for the payment of the Obligations due shall have been obtained or entered, the Required Lenders (in their sole discretion) shall so direct, the Agent shall, by notice to such Borrower, rescind and annul such acceleration and/or termination.

8.2. Amendments . Subject to the provisions of this Section 8.2, the Required Lenders (or the Agent with the consent in writing of the Required Lenders) and the Borrowers may enter into agreements supplemental hereto for the purpose of adding or modifying any provisions to the Loan Documents or changing in any manner the rights of the Lenders or the Borrowers hereunder or thereunder or waiving any Default hereunder or thereunder ; provided , however , that no such supplemental agreement shall, without the consent of all of the Lenders:

8.2.1 Extend the final maturity of any Revolving Loan or LC Disbursement or postpone any payment of principal of any Revolving Loan or LC Disbursement or forgive all or any portion of the principal amount thereof, or reduce the rate or extend the time of payment of interest or fees thereon (other than a waiver of the application of the default rate of interest pursuant to Section 2.14 hereof).

8.2.2 Waive any condition set forth in Section 4.4, reduce the percentage specified in the definition of Required Lenders or any other

percentage of Lenders specified to be the Pro Rata Share in this Agreement to act on specified matters or amend the definition of "Pro Rata Share".

8.2.3 Extend the Commitment Termination Date or, other than as expressly permitted by the terms of Section 2.23, the Maturity Date applicable to any Borrower, or reduce the amount or extend the payment date for, the mandatory payments required under Section 2.2, or increase the amount of the Commitment of any Lender hereunder or change the definition of Borrower Sublimit hereunder, or permit any Borrower to assign its rights or obligations under this Agreement or change Section 2.15 or 2.8.3 in a manner that would alter the pro rata sharing of payments or the application of reductions of commitments on a ratable basis required thereby.

8.2.4 Terminate the interest of the Agent in all or any portion of the CILCO Credit Agreement Bond, the CIPS Credit Agreement Bond or the IP Credit Agreement Bond without the written consent of each Lender or consent to the release all or substantially all the Resources Mortgaged Property from the Liens of the Resources Mortgages or the release all or substantially all the collateral under the CILCORP Pledge Agreement from the Lien thereof securing the Obligations, in each case unless both the Borrower Sublimit and the Borrower Credit Exposure of the applicable Borrower have been reduced to zero.

8.2.5 Amend this Section 8.2.

No amendment of any provision of this Agreement relating to the Agent, any Issuing Bank or the Swingline Lender shall be effective without the written consent of the Agent, such Issuing Bank or the Swingline Lender, as the case may be. The Agent may waive payment of the fee required under Section 12.3.3 without obtaining the consent of any other party to this Agreement. Notwithstanding the foregoing, any provision of this Agreement may be amended by an agreement in writing entered into by the Borrowers, the Required Lenders and the Agent if (i) by the terms of such agreement any remaining Commitment of each Lender not consenting to the amendment provided for therein shall terminate upon the effectiveness of such amendment and (ii) at the time such amendment becomes effective, each Lender not consenting thereto receives payment in full of the principal of and interest accrued on each Advance made by it and all other amounts owing to it or accrued for its account under this Agreement.

8.3. Preservation of Rights . No delay or omission of the Lenders, the Agent or the Issuing Banks to exercise any right under the Loan Documents shall impair such right or be construed to be a waiver of any Default or an acquiescence therein, and the making of a Credit Extension notwithstanding the existence of a Default or Unmatured Default or the inability of a Borrower to satisfy the conditions precedent to such Credit Extension shall not constitute any waiver or acquiescence. Any single or partial exercise of any such right shall not preclude other or further exercise thereof or the exercise of any other right, and no waiver, amendment or other variation of the terms, conditions or provisions of the Loan Documents whatsoever shall be valid unless in writing signed by, or by the Agent with the consent of, the requisite number of Lenders required pursuant to Section 8.2, and then only to the extent in such writing specifically set forth.

All remedies contained in the Loan Documents or by law afforded shall be cumulative and all shall be available to the Agent, the Issuing Banks and the Lenders until all of the Obligations have been paid in full.

8.4. Release of Liens . Notwithstanding any other provision in this Agreement to the contrary, the Agent is hereby authorized, and shall, without any further action or consent of the Lenders, (i) release or consent to the release of any Lien securing the Obligations in respect of any asset disposed of to any Person that is not an Affiliate of the Borrower disposing of such asset in accordance with the provisions of Section 6.11 or any asset disposed of by a Borrower or one of its Subsidiaries to any Affiliate of the Company (other than to any of such disposing Borrower's Subsidiaries) in accordance with the provisions of Section 6.12.2, (ii) surrender the CILCO Credit Agreement Bond to the CILCO Trustee for cancellation when each of the Borrower Sublimit and the Borrower Credit Exposure of CILCO have been reduced to zero and all fees and other amounts payable by CILCO with respect to the Obligations of CILCO have been duly paid, (iii) surrender the CIPS Credit Agreement Bond to the CIPS Trustees for cancellation when each of the Borrower Sublimit and the Borrower Credit Exposure of CIPS have been reduced to zero and all fees and other amounts payable by CIPS with respect to the Obligations of CIPS have been duly paid, and (iv) surrender the IP Credit Agreement Bond to the IP Trustee for cancellation when each of the Borrower Sublimit and the Borrower Credit Exposure of IP have been reduced to zero and all fees and other amounts payable by IP with respect to the Obligations of IP have been duly paid. This Section 8.4 does not require any consent of Lenders or release by the Agent in connection with the release of property from the Lien of the CIPS Indenture, the CILCO Indenture or the IP Indenture that is made in accordance with the respective requirements of those instruments.

ARTICLE IX

GENERAL PROVISIONS

9.1. Survival of Representations . All representations and warranties of the Borrowers contained in this Agreement shall survive the making of the Credit Extensions herein contemplated.

9.2. Governmental Regulation . Anything contained in this Agreement to the contrary notwithstanding, no Lender shall be obligated to extend credit to any Borrower in violation of any limitation or prohibition provided by any applicable statute or regulation.

9.3. Headings . Section headings in the Loan Documents are for convenience of reference only, and shall not govern the interpretation of any of the provisions of the Loan Documents.

9.4. Entire Agreement . The Loan Documents embody the entire agreement and understanding among the Agent and the Lenders, and between the Agent and the Lenders on one hand, and the Borrowers individually on the other hand, and supersede all prior agreements and understandings among and between such parties, as the case may be, relating to the subject matter thereof other than those contained in the fee letters described in Section 10.13 which shall survive and remain in full force and effect during the term of this Agreement.

9.5. Several Obligations; Benefits of this Agreement . The respective obligations of the Lenders and the Issuing Banks hereunder are several and not joint and no Lender or Issuing Bank shall be the partner or agent of any other (except to the extent to which the Agent is authorized to act as such). The failure of any Lender or any Issuing Bank to perform any of its obligations hereunder shall not relieve any other Lender or any Issuing Bank from any of its obligations hereunder. This Agreement shall not be construed so as to confer any right or benefit upon any Person other than the parties to this Agreement and their respective successors and assigns, provided , however , that the parties hereto expressly agree that each Arranger shall enjoy the benefits of the provisions of Sections 9.6, 9.10 and 10.11 to the extent specifically set forth therein and shall have the right to enforce such provisions on its own behalf and in its own name to the same extent as if it were a party to this Agreement (it being acknowledged that Section 9.6 may be enforced against any Borrower only to the extent of the amounts for which such Borrower is liable under the terms of such Section).

9.6. Expenses; Indemnification .

(i) Subject to paragraph (iii) below, the Illinois Utilities and the Borrowers shall reimburse the Agent and each Arranger for any reasonable costs, internal charges and out-of-pocket expenses (including reasonable attorneys' and paralegals' fees and time charges of attorneys for the Agent (including local counsel if determined by the Agent to be advisable in connection with the perfection of security interests and the issuance and pledge of the CILCO Credit Agreement Bonds, the CIPS Credit Agreement Bonds or the IP Credit Agreement Bonds), which attorneys may be employees of the Agent, and expenses of and fees for other advisors and professionals engaged by the Agent or such Arranger) paid or incurred by the Agent or such Arranger in connection with the investigation, preparation, negotiation, documentation, execution, delivery, syndication, distribution (including, without limitation, via the internet), review, amendment, modification and administration of the Loan Documents. Subject to paragraph (iii) below, the Illinois Utilities and the Borrowers also agree to reimburse the Agent, each Arranger, the Issuing Banks and the Lenders for any costs, internal charges and out-of-pocket expenses (including attorneys' and paralegals' fees and time charges and expenses of attorneys and paralegals for the Agent, such Arranger, the Issuing Banks and the Lenders, which attorneys and paralegals may be employees of the Agent, such Arranger, the Issuing Banks or the Lenders) paid or incurred by the Agent, such Arranger, any Issuing Bank or any Lender in connection with the collection of the Obligations and enforcement of the Loan Documents.

(ii) Subject to paragraph (iii) below, the Illinois Utilities and the Borrowers hereby further agree to indemnify the Agent, each Arranger, each Issuing Bank, each Lender, their respective affiliates, and each of their directors, officers and employees against all losses, claims, damages, penalties, judgments, liabilities and expenses (including, without limitation, all expenses of litigation or preparation therefor whether or not the Agent, any Arranger, any Issuing Bank, any Lender or any affiliate is a party thereto, and all attorneys' and paralegals' fees, time charges and expenses of attorneys and paralegals of the party seeking indemnification,

which attorneys and paralegals may or may not be employees of such party seeking indemnification) which any of them may pay or incur arising out of or relating to this Agreement, the other Loan Documents, the transactions contemplated hereby or the direct or indirect application or proposed application of the proceeds of any Loan hereunder except to the extent that they have resulted, as determined in a final non-appealable judgment by a court of competent jurisdiction, from the gross negligence or willful misconduct of the party seeking indemnification

(iii) Each amount payable under paragraph (i) or (ii) of this Section shall be an obligation of, and shall be discharged by (a) to the extent arising out of acts, events and circumstances related to a particular Illinois Utility or Borrower, such Illinois Utility or Borrower and (b) otherwise, all the Illinois Utilities and Borrowers, with each of them being severally liable for its Contribution Percentage of such amount.

(iv) To the extent that the Illinois Utilities and the Borrowers fail to pay any amount required to be paid by them to the Agent, either Arranger, any Issuing Bank or the Swingline Lender under paragraph (i) or (ii) of this Section, each Lender severally agrees to pay to the Agent, such Arranger, such Issuing Bank or the Swingline Lender, as the case may be, such Lender's Pro Rata Share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Agent, such Arranger, such Issuing Bank or the Swingline Lender in its capacity as such.

(v) The obligations of the Illinois Utilities and the Borrowers under this Section 9.6 shall survive the termination of this Agreement and, as to each Borrower, the Maturity Date applicable to such Borrower.

9.7. Numbers of Documents . All statements, notices, closing documents, and requests hereunder shall be furnished to the Agent with sufficient counterparts so that the Agent may furnish one to each of the Lenders, to the extent that the Agent deems necessary.

9.8. Accounting . Except as provided to the contrary herein, all accounting terms used in the calculation of any financial covenant or test shall be interpreted and all accounting determinations hereunder in the calculation of any financial covenant or test shall be made in accordance with Agreement Accounting Principles. If any changes in generally accepted accounting principles are hereafter required or permitted and are adopted by any Borrower or any of its Subsidiaries with the agreement of its independent certified public accountants and such changes result in a change in the method of calculation of any of the financial covenants, tests, restrictions or standards herein or in the related definitions or terms used therein ("Accounting Changes"), the parties hereto agree, at such Borrower's request, to enter into negotiations, in good faith, in order to amend such provisions in a credit neutral manner so as to reflect equitably such changes with the desired result that the criteria for evaluating such Borrower's and its Subsidiaries' financial condition shall be the same after such changes as if such changes had not

been made; provided , however , until such provisions are amended in a manner reasonably satisfactory to the Agent and the Required Lenders, no Accounting Change shall be given effect in such calculations. In the event such amendment is entered into, all references in this Agreement to Agreement Accounting Principles shall mean generally accepted accounting principles as of the date of such amendment. Notwithstanding the foregoing, all financial statements to be delivered by such Borrower pursuant to Section 6.1 shall be prepared in accordance with generally accepted accounting principles in effect at such time.

9.9. Severability of Provisions . Any provision in any Loan Document that is held to be inoperative, unenforceable or invalid in any jurisdiction shall, as to that jurisdiction, be inoperative, unenforceable or invalid without affecting the remaining provisions in that jurisdiction or the operation, enforceability or validity of that provision in any other jurisdiction, and to this end the provisions of all Loan Documents are declared to be severable.

9.10. Nonliability . The relationship between the Borrowers individually on the one hand and the Lenders and the Agent on the other hand shall be solely that of borrower and lender. None of the Agent, any Arranger, any Issuing Bank or any Lender shall have any fiduciary responsibilities to the Borrowers. None of the Agent, any Arranger, any Issuing Bank or any Lender undertakes any responsibility to the Borrowers to review or inform the Borrowers of any matter in connection with any phase of the Borrowers' businesses or operations. The Borrowers agree that none of the Agent, any Arranger, any Issuing Bank or any Lender shall have liability to the Borrowers (whether sounding in tort, contract or otherwise) for losses suffered by the Borrowers in connection with, arising out of, or in any way related to, the transactions contemplated and the relationship established by the Loan Documents, or any act, omission or event occurring in connection therewith, unless it is determined in a final non-appealable judgment by a court of competent jurisdiction that such losses resulted from the gross negligence or willful misconduct of the party from which recovery is sought. None of the Borrowers, the Agent, any Arranger, any Issuing Bank or any Lender shall have any liability with respect to, and each of the Agent, each Arranger, each Issuing Bank, each Lender and each Borrower hereby waives, releases and agrees not to sue for, any special, indirect, consequential or punitive damages suffered by it in connection with, arising out of, or in any way related to the Loan Documents or the transactions contemplated thereby.

9.11. Confidentiality . Each Lender and each Issuing Bank agrees to hold any confidential information which it may receive from any Borrower pursuant to this Agreement in confidence, except for disclosure (i) to its Affiliates and to other Borrowers, Lenders or Issuing Banks and their respective Affiliates, for use solely in connection with the transactions contemplated hereby, (ii) to legal counsel, accountants, and other professional advisors to such Lender or Issuing Bank or to a Transferee, in each case which have been informed as to the confidential nature of such information, for use solely in connection with the transactions contemplated hereby, (iii) to regulatory officials having jurisdiction over it or its Affiliates, (iv) to any Person as required by law, regulation, or legal process, (v) to any Person in connection with any legal proceeding to which such Lender or Issuing Bank is a party, (vi) to such Lender's or Issuing Bank's direct or indirect contractual counterparties in swap agreements or to legal counsel, accountants and other professional advisors to such counterparties, in each case which have been informed as to the confidential nature of such information, (vii) as permitted by

Section 12.4 and (viii) to rating agencies if requested or required by such agencies in connection with a rating relating to this Agreement or the Advances hereunder.

9.12. Lenders Not Utilizing Plan Assets . Each Lender and Designated Lender represents and warrants that none of the consideration used by such Lender or Designated Lender to make its Loans constitutes for any purpose of ERISA or Section 4975 of the Code assets of any "plan" as defined in Section 3(3) of ERISA or Section 4975 of the Code and the rights and interests of such Lender or Designated Lender in and under the Loan Documents shall not constitute such "plan assets" under ERISA.

9.13. Nonreliance . Each Lender hereby represents that it is not relying on or looking to any margin stock (as defined in Regulation U) as collateral in the extension or maintenance of the credit provided for herein.

9.14. Disclosure . The Borrowers and each Lender and each Issuing Bank hereby acknowledge and agree that each Lender, each Issuing Bank and their Affiliates from time to time may hold investments in, make other loans to or have other relationships with the Borrowers and their Affiliates.

9.15. USA Patriot Act . Each Lender and each Issuing Bank hereby notifies the Borrowers that pursuant to the requirements of the USA Patriot Act, it is required to obtain, verify and record information that identifies the Borrowers, which information includes the names and addresses of the Borrowers and other information that will allow such Lender to identify the Borrowers in accordance with its requirements. The Borrowers shall promptly following a request by the Agent or any Lender, provide all documentation and other information that the Agent or such Lender reasonably requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations including the USA Patriot Act.

ARTICLE X

THE AGENT

10.1. Appointment; Nature of Relationship . JPMCB is hereby appointed by each of the Lenders and each of the Issuing Banks as its contractual representative (herein referred to as the "Agent") hereunder and under each other Loan Document, and each of the Lenders and the each of the Issuing Banks irrevocably authorizes the Agent to act as the contractual representative of such Lender and such Issuing Bank with the rights and duties expressly set forth herein and in the other Loan Documents. The Agent agrees to act as such contractual representative upon the express conditions contained in this Article X. Notwithstanding the use of the defined term "Agent," it is expressly understood and agreed that the Agent shall not have any fiduciary responsibilities to any Lender or any Issuing Bank by reason of this Agreement or any other Loan Document and that the Agent is merely acting as the contractual representative of the Lenders and the Issuing Banks with only those duties as are expressly set forth in this Agreement and the other Loan Documents. In its capacity as the Lenders' and the Issuing Banks' contractual representative, the Agent (i) does not hereby assume any fiduciary duties to any of the Lenders or the Issuing Banks, (ii) is a "representative" of the Lenders and the Issuing Banks

within the meaning of the term "secured party" as defined in the New York Uniform Commercial Code and (iii) is acting as an independent contractor, the rights and duties of which are limited to those expressly set forth in this Agreement and the other Loan Documents. Each of the Lenders and the Issuing Banks hereby agrees to assert no claim against the Agent on any agency theory or any other theory of liability for breach of fiduciary duty, all of which claims each Lender hereby waives.

10.2. Powers . The Agent shall have and may exercise such powers under the Loan Documents as are specifically delegated to the Agent by the terms of each thereof, together with such powers as are reasonably incidental thereto. The Agent shall have no implied duties or fiduciary duties to the Lenders or the Issuing Banks, or any obligation to the Lenders or the Issuing Banks to take any action thereunder except any action specifically provided by the Collateral Documents to be taken by the Agent. Without limiting any other power granted under any Loan Document, each Lender authorizes and directs the Agent to vote all the interests of the Lenders as a single bloc based upon the direction of the Required Lenders as contemplated by any Loan Document.

10.3. General Immunity . Neither the Agent nor any of its directors, officers, agents or employees shall be liable to the Borrowers, the Lenders or any Lender or any Issuing Bank for any action taken or omitted to be taken by it or them hereunder or under any other Loan Document or in connection herewith or therewith except to the extent such action or inaction is determined in a final, non-appealable judgment by a court of competent jurisdiction to have arisen from the gross negligence or willful misconduct of such Person.

10.4. No Responsibility for Loans, Recitals, etc . Neither the Agent nor any of its directors, officers, agents or employees shall be responsible for or have any duty to ascertain, inquire into, or verify (a) any statement, warranty or representation made in connection with any Loan Document or any borrowing hereunder; (b) the performance or observance of any of the covenants or agreements of any obligor under any Loan Document, including, without limitation, any agreement by an obligor to furnish information directly to each Lender and each Issuing Bank; (c) the satisfaction of any condition specified in Article IV, except receipt of items required to be delivered solely to the Agent; (d) the existence or possible existence of any Default or Unmatured Default; (e) the validity, enforceability, effectiveness, sufficiency or genuineness of any Loan Document or any other instrument or writing furnished in connection therewith; (f) the value, sufficiency, creation, perfection or priority of any Lien in any collateral security; or (g) the financial condition of the Borrowers or any guarantor of any of the Obligations or of any of the Borrowers' or any such guarantor's respective Subsidiaries. The Agent shall have no duty to disclose to the Lenders or the Issuing Banks information that is not required to be furnished by the Borrowers to the Agent at such time, but is voluntarily furnished by the Borrowers to the Agent (either in its capacity as Agent or in its individual capacity).

10.5. Action on Instructions of Lenders . The Agent shall in all cases be fully protected in acting, or in refraining from acting, hereunder and under any other Loan Document in accordance with written instructions signed by the Required Lenders (or all of the Lenders in the event that and to the extent that this Agreement expressly requires such), and such instructions and any action taken or failure to act pursuant thereto shall be binding on all of the Lenders. The Lenders hereby acknowledge that the Agent shall be under no duty to take any discretionary

action permitted to be taken by it pursuant to the provisions of this Agreement or any other Loan Document unless it shall be requested in writing to do so by the Required Lenders (or all of the Lenders in the event that and to the extent that this Agreement expressly requires such). The Agent shall be fully justified in failing or refusing to take any action hereunder and under any other Loan Document unless it shall first be indemnified to its satisfaction in writing by the Lenders pro rata against any and all liability, cost and expense that it may incur by reason of taking or continuing to take any such action.

10.6. Employment of Agents and Counsel . The Agent may execute any of its duties as Agent hereunder and under any other Loan Document by or through employees, agents, and attorneys-in-fact and shall not be answerable to the Lenders or the Issuing Banks, except as to money or securities received by it or its authorized agents, for the default or misconduct of any such agents or attorneys-in-fact selected by it with reasonable care. The Agent shall be entitled to advice of counsel concerning the contractual arrangement between the Agent and the Lenders and the Issuing Banks and all matters pertaining to the Agent's duties hereunder and under any other Loan Document.

10.7. Reliance on Documents; Counsel . The Agent shall be entitled to rely upon any Note, notice, consent, certificate, affidavit, letter, telegram, statement, paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons, and, in respect to legal matters, upon the opinion of counsel selected by the Agent, which counsel may be employees of the Agent.

10.8. Agent's Reimbursement and Indemnification . The Lenders agree to reimburse and indemnify the Agent ratably in proportion to the their Pro Rata Shares of the Aggregate Commitment (or, if the Aggregate Commitment has been terminated, of the Aggregate Revolving Credit Exposure) (determined as of the date of any such request by the Agent) (i) for any amounts not reimbursed by the Borrowers for which the Agent is entitled to reimbursement by the Borrowers under the Loan Documents, (ii) to the extent not paid by the Borrowers, for any other expenses incurred by the Agent on behalf of the Lenders or the Issuing Banks, in connection with the preparation, execution, delivery, administration and enforcement of the Loan Documents (including, without limitation, for any expenses incurred by the Agent in connection with any dispute between the Agent and any Lender or between two or more of the Lenders or Issuing Banks) and (iii) to the extent not paid by the Borrowers, for any liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind and nature whatsoever which may be imposed on, incurred by or asserted against the Agent in any way relating to or arising out of the Loan Documents or any other document delivered in connection therewith or the transactions contemplated thereby (including, without limitation, for any such amounts incurred by or asserted against the Agent in connection with any dispute between the Agent and any Lender or between two or more of the Lenders or Issuing Banks), or the enforcement of any of the terms of the Loan Documents or of any such other documents, provided that (i) no Lender shall be liable for any of the foregoing to the extent any of the foregoing is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the Agent, (ii) any indemnification required pursuant to Section 3.5(vii) shall, notwithstanding the provisions of this Section 10.8, be paid by the relevant Lender in accordance with the provisions thereof and (iii) the Agent shall reimburse the Lenders for any amounts the Lenders have paid to the extent

such amounts are subsequently recovered from the Borrowers. The obligations of the Lenders under this Section 10.8 shall survive payment of the Obligations, termination and expiration of the Letters of Credit and termination of this Agreement.

10.9. Notice of Default . The Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Unmatured Default hereunder unless the Agent has received written notice from a Lender or a Borrower referring to this Agreement describing such Default or Unmatured Default and stating that such notice is a "notice of default". In the event that the Agent receives such a notice, the Agent shall give prompt notice thereof to the Borrowers, the Lenders and the Issuing Banks.

10.10. Rights as a Lender . In the event the Agent is a Lender or an Issuing Bank, the Agent shall have the same rights and powers hereunder and under any other Loan Document with respect to its Commitment and its Credit Extensions as any Lender or any Issuing Bank and may exercise the same as though it were not the Agent, and the term "Lender" or "Lenders" or "Issuing Bank" shall, at any time when the Agent is a Lender or an Issuing Bank, unless the context otherwise indicates, include the Agent in its individual capacity. The Agent and its Affiliates may accept deposits from, lend money to, and generally engage in any kind of trust, debt, equity or other transaction, in addition to those contemplated by this Agreement or any other Loan Document, with each Borrower or any of its Subsidiaries in which such Borrower or such Subsidiary is not restricted hereby from engaging with any other Person. The Agent, in its individual capacity, is not obligated to remain a Lender.

10.11. Independent Credit Decision . Each Lender and each Issuing Bank acknowledges that it has, independently and without reliance upon the Agent, any Arranger or any other Lender or any other Issuing Bank and based on the financial statements prepared by the Borrowers and such other documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement and the other Loan Documents. Each Lender and each Issuing Bank also acknowledges that it will, independently and without reliance upon the Agent, any Arranger or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement and the other Loan Documents.

10.12. Successor Agent . The Agent may resign at any time by giving written notice thereof to the Lenders, the Issuing Banks and the Borrowers, such resignation to be effective upon the appointment of a successor Agent or, if no successor Agent has been appointed, forty-five days after the retiring Agent gives notice of its intention to resign. The Agent may be removed at any time with or without cause by written notice received by the Agent from the Required Lenders, such removal to be effective on the date specified by the Required Lenders. Upon any such resignation or removal, the Required Lenders, with the consent of the Borrowers (which consent shall not be unreasonably withheld or delayed; provided that such consent shall not be required in the event and continuation of a Default), shall have the right to appoint, on behalf of the Borrowers and the Lenders, a successor Agent. If no successor Agent shall have been so appointed by the Required Lenders or consented to by the Borrowers within thirty days after the resigning Agent's giving notice of its intention to resign, then the resigning Agent may appoint, on behalf of the Borrowers and the Lenders, a successor Agent. Notwithstanding the previous sentence, the Agent may at any time without the consent of the Borrowers or any

Lender or any Issuing Bank, appoint any of its Affiliates which is a commercial bank as a successor Agent hereunder. If the Agent has resigned or been removed and no successor Agent has been appointed, the Lenders may perform all the duties of the Agent hereunder and the Borrowers shall make all payments in respect of the Obligations to the applicable Lenders and for all other purposes shall deal directly with the Lenders. No successor Agent shall be deemed to be appointed hereunder until such successor Agent has accepted the appointment. Any such successor Agent shall be a commercial bank having capital and retained earnings of at least $100,000,000. Upon the acceptance of any appointment as Agent hereunder by a successor Agent, such successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the resigning or removed Agent. Upon the effectiveness of the resignation or removal of the Agent, the resigning or removed Agent shall be discharged from its duties and obligations hereunder and under the Loan Documents. After the effectiveness of the resignation or removal of an Agent, the provisions of this Article X shall continue in effect for the benefit of such Agent in respect of any actions taken or omitted to be taken by it while it was acting as the Agent hereunder and under the other Loan Documents. In the event that there is a successor to the Agent by merger, or the Agent assigns its duties and obligations to an Affiliate pursuant to this Section 10.12, then the term "Prime Rate" as used in this Agreement shall mean the prime rate, base rate or other analogous rate of the new Agent.

10.13. Agent and Arranger Fees . Each Borrower agrees to pay to the Agent and each Arranger, for their respective accounts, the agent and arranger fees agreed to by such Borrower, the Agent and the Arrangers pursuant to the letter agreements dated May 30, 2006, or as otherwise agreed from time to time.

10.14. Delegation to Affiliates . The Borrowers, the Lenders and the Issuing Banks agree that the Agent may delegate any of its duties under this Agreement to any of its Affiliates. Any such Affiliate (and such Affiliate's directors, officers, agents and employees) which performs duties in connection with this Agreement shall be entitled to the same benefits of the indemnification, waiver and other protective provisions to which the Agent is entitled under Articles IX and X.

10.15. Syndication Agent and Documentation Agents . The Lender identified in this Agreement as the "Syndication Agent" and the Lenders identified in this Agreement as the "Documentation Agents" shall have no right, power, obligation, liability, responsibility or duty under this Agreement other than those applicable to all Lenders as such. Without limiting the foregoing, such Lenders shall not have or be deemed to have a fiduciary relationship with any other Lender. Each Lender hereby makes the same acknowledgements with respect to such Lenders as it makes with respect to the Agent in Section 10.11.

ARTICLE XI

SETOFF; RATABLE PAYMENTS

11.1. Setoff . In addition to, and without limitation of, any rights of the Lenders under applicable law, if a Borrower becomes insolvent, however evidenced, or any Default occurs with respect to a Borrower, any and all deposits (including all account balances, whether provisional or final and whether or not collected or available) and any other Indebtedness at any time held or

owing by any Lender (including the Swingline Lender) or any Affiliate of any Lender or any Issuing Bank to or for the credit or account of such Borrower may be offset and applied toward the payment of the Obligations owing by such Borrower to such Lender or such Issuing Bank, whether or not the Obligations, or any part thereof, shall then be due.

11.2. Ratable Payments . If any Lender, whether by setoff or otherwise, has payment made to it upon its Revolving Credit Exposure (other than payments received pursuant to Section 3.1, 3.2, 3.4 or 3.5) in a greater proportion than that received by any other Lender, such Lender agrees, promptly upon demand, to purchase a participation in the Aggregate Revolving Credit Exposure held by the other Lenders so that after such purchase each Lender will hold its Pro Rata Share of the Aggregate Revolving Credit Exposure. If any Lender, whether in connection with setoff or amounts which might be subject to setoff or otherwise, receives collateral or other protection for its Obligations or such amounts which may be subject to setoff, such Lender agrees, promptly upon demand, to take such action necessary such that all Lenders share in the benefits of such collateral ratably in proportion to their respective Pro Rata Shares of the Aggregate Revolving Credit Exposure. In case any such payment is disturbed by legal process, or otherwise, appropriate further adjustments shall be made.

ARTICLE XII

BENEFIT OF AGREEMENT; ASSIGNMENTS; PARTICIPATIONS

12.1. Successors and Assigns; Designated Lenders .

12.1.1 Successors and Assigns . The terms and provisions of the Loan Documents shall be binding upon and inure to the benefit of the Borrowers, the Agent, the Issuing Banks and the Lenders and their respective successors and assigns permitted hereby, except that (i) the Borrowers shall not have the right to assign their rights or obligations under the Loan Documents without the prior written consent of the Agent, each Lender and each Issuing Bank, (ii) any assignment by any Lender must be made in compliance with Section 12.3, and (iii) any transfer by Participants must be made in compliance with Section 12.2. Any attempted assignment or transfer by any party not made in compliance with this Section 12.1 shall be null and void, unless such attempted assignment or transfer is treated as a participation in accordance with Section 12.3.2. The parties to this Agreement acknowledge that clause (ii) of this Section 12.1 relates only to absolute assignments and this Section 12.1 does not prohibit assignments creating security interests, including, without limitation, (x) any pledge or assignment by any Lender of all or any portion of its rights under this Agreement and any Note to a Federal Reserve Bank, (y) in the case of a Lender which is a Fund, any pledge or assignment of all or any portion of its rights under this Agreement and any Note to its trustee in support of its obligations to its trustee or (z) any pledge or assignment by any Lender of all or any portion of its rights under this Agreement and any Note to direct or indirect contractual counterparties in swap agreements relating to the Loans; provided , however , that no such pledge or assignment creating a security interest shall release the transferor Lender from its

obligations hereunder unless and until the parties thereto have complied with the provisions of Section 12.3. The Agent may treat the Person which made any Loan or which holds any Note as the owner thereof for all purposes hereof unless and until such Person complies with Section 12.3; provided , however , that the Agent may in its discretion (but shall not be required to) follow instructions from the Person which made any Loan or which holds any Note to direct payments relating to such Loan or Note to another Person. Any assignee of the rights to any Loan or any Note agrees by acceptance of such assignment to be bound by all the terms and provisions of the Loan Documents. Any request, authority or consent of any Person, who at the time of making such request or giving such authority or consent is the owner of the rights to any Loan (whether or not a Note has been issued in evidence thereof), shall be conclusive and binding on any subsequent holder or assignee of the rights to such Loan.

12.1.2 Designated Lenders .

(i) Subject to the terms and conditions set forth in this Section 12.1.2, any Lender may from time to time elect to designate an Eligible Designee to provide all or any part of the Loans to be made by such Lender pursuant to this Agreement; provided that the designation of an Eligible Designee by any Lender for purposes of this Section 12.1.2 shall be subject to the approval of the Agent (which consent shall not be unreasonably withheld or delayed). Upon the execution by the parties to each such designation of an agreement in the form of Exhibit F hereto (a "Designation Agreement") and the acceptance thereof by the Agent, the Eligible Designee shall become a Designated Lender for purposes of this Agreement. The Designating Lender shall thereafter have the right to permit the Designated Lender to provide all or a portion of the Loans to be made by the Designating Lender pursuant to the terms of this Agreement and the making of such Loans or portion thereof shall satisfy the obligations of the Designating Lender to the same extent, and as if, such Loan was made by the Designating Lender. As to any Loan made by it, each Designated Lender shall have all the rights a Lender making such Loan would have under this Agreement and otherwise; provided , (x) that all voting rights under this Agreement shall be exercised solely by the Designating Lender, (y) each Designating Lender shall remain solely responsible to the other parties hereto for its obligations under this Agreement, including the obligations of a Lender in respect of Loans made by its Designated Lender and (z) no Designated Lender shall be entitled to reimbursement under Article III hereof for any amount which would exceed the amount that would have been payable by the Borrowers to the Lender from which the Designated Lender obtained any interests hereunder. No additional Notes shall be required with respect to Loans provided by a Designated Lender; provided , however , to the extent any Designated Lender shall advance funds, the Designating Lender shall be deemed to hold the Notes in its possession as an agent for such Designated Lender to the extent of the Loan funded by such Designated Lender. Such Designating Lender shall act as administrative agent for its Designated Lender and give and receive notices and communications hereunder. Any payments for the account of any Designated

Lender shall be paid to its Designating Lender as administrative agent for such Designated Lender and neither the Borrowers nor the Agent shall be responsible for any Designating Lender's application of such payments. In addition, any Designated Lender may (1) with notice to, but without the consent of, the Borrowers or the Agent, assign all or portions of its interests in any Loans to its Designating Lender or to any financial institution consented to by the Agent providing liquidity and/or credit facilities to or for the account of such Designated Lender and (2) subject to advising any such Person that such information is to be treated as confidential in accordance with Section 9.11, disclose on a confidential basis any non-public information relating to its Loans to any rating agency, commercial paper dealer or provider of any guarantee, surety or credit or liquidity enhancement to such Designated Lender.

(ii) Each party to this Agreement hereby agrees that it shall not institute against, or join any other Person in instituting against, any Designated Lender any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding or other proceedings under any federal or state bankruptcy or similar law for one year and a day after the payment in full of all outstanding senior indebtedness of any Designated Lender. This Section 12.1.2 shall survive the termination of this Agreement.

12.2. Participations .

12.2.1 Permitted Participants; Effect . Any Lender may at any time sell to one or more banks or other entities ("Participants") participating interests in any Revolving Credit Exposure of such Lender, any Note held by such Lender, any Commitment of such Lender or any other interest of such Lender under the Loan Documents. In the event of any such sale by a Lender of participating interests to a Participant, such Lender's obligations under the Loan Documents shall remain unchanged, such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, such Lender shall remain the owner of its Revolving Credit Exposure and the holder of any Note issued to it in evidence thereof for all purposes under the Loan Documents, all amounts payable by the Borrowers under this Agreement shall be determined as if such Lender had not sold such participating interests, and the Borrowers and the Agent shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under the Loan Documents.

12.2.2 Voting Rights . Each Lender shall retain the sole right to approve, without the consent of any Participant, any amendment, modification or waiver of any provision of the Loan Documents other than any amendment, modification or waiver with respect to any Credit Extension or Commitment in which such Participant has an interest which would require consent of all of the Lenders pursuant to the terms of Section 8.2.

12.2.3 Benefit of Certain Provisions . The Borrowers agree that each Participant shall be deemed to have the right of setoff provided in Section 11.1 in respect of its participating interest in amounts owing under the Loan Documents to the same extent as if the amount of its participating interest were owing directly to it as a Lender under the Loan Documents, provided that each Lender shall retain the right of setoff provided in Section 11.1 with

respect to the amount of participating interests sold to each Participant. The Lenders agree to share with each Participant, and each Participant, by exercising the right of setoff provided in Section 11.1, agrees to share with each Lender, any amount received pursuant to the exercise of its right of setoff, such amounts to be shared in accordance with Section 11.2 as if each Participant were a Lender. The Borrowers further agree that each Participant shall be entitled to the benefits of Sections 3.1, 3.2, 3.4 and 3.5 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 12.3, provided that (i) a Participant shall not be entitled to receive any greater payment under Section 3.1, 3.2 or 3.5 than the Lender who sold the participating interest to such Participant would have received had it retained such interest for its own account, unless the sale of such interest to such Participant is made with the prior written consent of the Borrowers, and (ii) any Participant not incorporated under the laws of the United States of America or any State thereof agrees to comply with the provisions of Section 3.5 to the same extent as if it were a Lender.

12.3. Assignments .

12.3.1 Permitted Assignments . Any Lender may at any time assign to one or more banks or other entities ("Purchasers") all or any part of its rights and obligations under the Loan Documents. Such assignment shall be evidenced by an agreement substantially in the form of Exhibit C or in such other form as may be agreed to by the parties thereto (each such agreement, an "Assignment Agreement"). Each such assignment with respect to a Purchaser which is not a Lender or an Affiliate of a Lender or an Approved Fund shall either be in an amount equal to the entire applicable Commitment and Revolving Credit Exposure of the assigning Lender or (unless each of the Borrowers and the Agent otherwise consents) be in an aggregate amount not less than $5,000,000. The amount of the assignment shall be based on the Commitment or, if the Commitments have been terminated, the Revolving Credit Exposure subject to the assignment, determined as of the date of such assignment or as of the "Trade Date," if the "Trade Date" is specified in the Assignment Agreement. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement.

12.3.2 Consents . The consent of the Borrowers shall be required prior to an assignment becoming effective unless the Purchaser is a Lender, an Affiliate of a Lender or an Approved Fund, provided that the consent of the Borrowers shall not be required if (i) a Default has occurred and is continuing

or (ii) such assignment is in connection with the physical settlement of any Lender's obligations to direct or indirect contractual counterparties in swap agreements relating to the Loans; provided , that the assignment without the Borrowers' consent pursuant to clause (ii) shall not increase the Borrowers' liability under Section 3.5. The consent of the Agent and each Issuing Bank shall be required prior to an assignment becoming effective. Any consent required under this Section 12.3.2 shall not be unreasonably withheld or delayed (except that any Issuing Bank may withhold such consent in its sole discretion).

12.3.3 Effect; Effective Date . Upon (i) delivery to the Agent of an Assignment Agreement, together with any consents required by Sections 12.3.1 and 12.3.2, and (ii) payment of a $3,500 fee to the Agent for processing such assignment (unless such fee is waived by the Agent), such assignment shall become effective on the effective date specified in such assignment. The Assignment Agreement shall contain a representation and warranty by the Purchaser to the effect that none of the funds, money, assets or other consideration used to make the purchase and assumption of the Commitment and Revolving Credit Exposure under the applicable Assignment Agreement constitutes "plan assets" as defined under ERISA and that the rights, benefits and interests of the Purchaser in and under the Loan Documents will not be "plan assets" under ERISA. On and after the effective date of such assignment, such Purchaser shall for all purposes be a Lender party to this Agreement and any other Loan Document executed by or on behalf of the Lenders and shall have all the rights, benefits and obligations of a Lender under the Loan Documents, to the same extent as if it were an original party thereto, and the transferor Lender shall be released with respect to the Commitment and Revolving Credit Exposure, if any, assigned to such Purchaser without any further consent or action by the Borrowers, the Lenders or the Agent. In the case of an assignment covering all of the assigning Lender's rights, benefits and obligations under this Agreement, such Lender shall cease to be a Lender hereunder but shall continue to be entitled to the benefits of, and subject to, those provisions of this Agreement and the other Loan Documents which survive payment of the Obligations and termination of the Loan Documents. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 12.3 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 12.2. Upon the consummation of any assignment to a Purchaser pursuant to this Section 12.3.3, the transferor Lender, the Agent and the Borrowers shall, if the transferor Lender or the Purchaser desires that its Loans be evidenced by Notes, make appropriate arrangements so that, upon cancellation and surrender to the Borrowers of the Notes (if any) held by the transferor Lender, new Notes or, as appropriate, replacement Notes are issued to such transferor Lender, if applicable, and new Notes or, as appropriate, replacement Notes, are issued to such Purchaser, in each case in principal amounts reflecting their respective Commitments (or, if such Commitments have been terminated,

their respective Revolving Credit Exposure), as adjusted pursuant to such assignment.

12.3.4 Register . The Agent, acting solely for this purpose as an agent of the Borrowers (and the Borrowers hereby designate the Agent to act in such capacity), shall maintain at one of its offices in New York, New York a copy of each Assignment and Assumption delivered to it and a register (the "Register") for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts of and interest on the Loans owing to, each Lender pursuant to the terms hereof from time to time and whether such Lender is an original Lender or assignee of another Lender pursuant to an assignment under this Section 13.3. The entries in the Register shall be conclusive, absent manifest error and the Borrowers, the Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrowers and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

12.4. Dissemination of Information . The Borrowers authorize each Lender to disclose to any Participant or Purchaser or any other Person acquiring an interest in the Loan Documents by operation of law (each a "Transferee") and any prospective Transferee any and all information in such Lender's possession concerning the creditworthiness of the Borrowers and their Subsidiaries; provided that each Transferee and prospective Transferee agrees to be bound by Section 9.11 of this Agreement.

12.5. Tax Certifications . If any interest in any Loan Document is transferred to any Transferee which is not incorporated under the laws of the United States or any State thereof, the transferor Lender shall cause such Transferee, concurrently with the effectiveness of such transfer, to comply with the provisions of Section 3.5(iv).

ARTICLE XIII

NOTICES

13.1. Notices .

(a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy, as follows:

(ii) if to any Borrower, to it in care of Ameren Corporation, 1901 Chouteau Avenue, St. Louis, MO 63103, Attention of Jerre E. Birdsong, Vice President and Treasurer (Telecopy No. (314) 554-3066);

(iii) if to the Agent, to JPMorgan Chase Bank, N.A., Loan and Agency Services Group, 1111 Fannin, 10 th Floor, Houston, TX 77002, Attention: Sylvia Gutierrez

(Telecopy No. (713) 427-6307), with a copy to JPMorgan Chase Bank, N.A., 270 Park Avenue, New York, NY 10017, Attention of Michael J. DeForge (Telecopy No. (212) 270-3098);

(iv) if to any other Lender or Issuing Bank, to it at its address (or telecopy number) set forth in its Administrative Questionnaire.

(a) Notices and other communications to the Lenders and the Issuing Banks hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Agent; provided that the foregoing shall not apply to notices pursuant to Article II unless otherwise agreed by the Agent and the applicable Lender. The Agent or any Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

(b) Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

13.2. Change of Address . Any Borrower, the Agent, any Issuing Bank and any Lender may each change the address for service of notice upon it by a notice in writing to the other parties hereto.

ARTICLE XIV

COUNTERPARTS

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. This Agreement shall be effective when it has been executed by the Borrowers, the Agent, the Issuing Banks and the Lenders and each party has notified the Agent by facsimile transmission or telephone that it has taken such action.

ARTICLE XV

CHOICE OF LAW; CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL

15.1 CHOICE OF LAW . THE LOAN DOCUMENTS (OTHER THAN THOSE CONTAINING A CONTRARY EXPRESS CHOICE OF LAW PROVISION) SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

15.2 CONSENT TO JURISDICTION . EACH BORROWER HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY UNITED STATES FEDERAL OR NEW YORK STATE COURT SITTING IN NEW YORK, NEW YORK, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENTS AND EACH BORROWER HEREBY

IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE AGENT OR ANY LENDER TO BRING PROCEEDINGS AGAINST ANY BORROWER IN THE COURTS OF ANY OTHER JURISDICTION. ANY JUDICIAL PROCEEDING BY ANY BORROWER AGAINST THE AGENT OR ANY LENDER OR ANY AFFILIATE OF THE AGENT OR ANY LENDER INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH ANY LOAN DOCUMENT SHALL BE BROUGHT ONLY IN A COURT IN NEW YORK, NEW YORK.

15.3 WAIVER OF JURY TRIAL . EACH BORROWER, THE AGENT, EACH ISSUING BANK AND EACH LENDER HEREBY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH ANY LOAN DOCUMENT OR THE RELATIONSHIP ESTABLISHED THEREUNDER.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Borrowers, the Lenders and the Agent have executed this Agreement as of the date first above written.

CENTRAL ILLINOIS PUBLIC
SERVICE COMPANY ,

by
/s/ Jerre E. Birdsong
Name: Jerre E. Birdsong
Title: Vice President and
Treasurer

CENTRAL ILLINOIS LIGHT COMPANY ,

by
/s/ Jerre E. Birdsong
Name: Jerre E. Birdsong
Title: Vice President and
Treasurer

ILLINOIS POWER COMPANY ,

by
/s/ Jerre E. Birdsong
Name: Jerre E. Birdsong
Title: Vice President and
Treasurer

AMERENENERGY RESOURCES GENERATING COMPANY ,

by

/s/ Jerre E. Birdsong

Name: Jerre E. Birdsong

Title: Vice President and Treasurer

CILCORP INC. ,

by

/s/ Jerre E. Birdsong

Name: Jerre E. Birdsong

Title: Vice President and Treasurer

SIGNATURE PAGE TO
AMEREN CORPORATION
ILLINOIS CREDIT AGREEMENT

JPMORGAN CHASE BANK, N.A., as
Agent, as a Lender and as an Issuing Bank,

by
/ s/ Michael J. DeForge
Name: Michael J. DeForge
Title: Vice President

BARCLAYS BANK PLC, as Syndication
Agent, as a Lender and as an Issuing Bank,

by
/s/ David Barton
Name: David Barton
Title: Associate Director

LENDER: The Bank of New York
by
/s/ Raymond J. Palmer
Name: Raymond J. Palmer
Title: Vice President

LENDER: The Bank of Tokyo - Mitsubishi UFJ, Ltd.
Chicago Branch
by
/s/ Tsuguyuki Umene
Name: Tsuguyuki Umene
Title: Deputy General Manager

LENDER: BNP Paribas
by
/s/ Mark A. Renaud
Name: Mark A. Renaud
Title: Managing Director

by
/s/ Dan Cozine
Name: Dan Cozine
Title: Managing Director

LENDER: CITICORP USA, INC.
by
/s/ Dhaya Ranganathan
Name Dhaya Ranganathan
Title: Director

LENDER: COMMERCE BANK, N.A.
by
/s/ Douglas P. Best
Name: Douglas P. Best
Title: Vice President

LENDER: Fifth Third Bank, a Michigan Banking Corp.
by
/s/ Robert M. Sander
Name: Robert M. Sander
Title: Vice President

LENDER: LEHMAN BROTHERS BANK, FSB
by
/s/ Gary Taylor
Name: Gary Taylor
Title: Senior Vice President

LENDER: MELLON BANK, N.A.
by
/s/ Mark W. Rogers
Name: Mark W. Rogers
Title: Vice President

LENDER: National City Bank of the Midwest
by
/s/ Eric Hartman
Name: Eric Hartman
Title: Vice President

LENDER: The Northern Trust Company
by
/s/ Peter J. Hallan
Name: Peter J. Hallan
Title: Vice President

LENDER: UBS Loan Finance LLC
by
/s/ Richard L. Tavrow
Name: Richard L. Tavrow
Title: Director
Banking Products
Services, US

by
/s/ Christopher M. Aitkin
Name: Christopher M. Aitkin
Title: Associate Director
Banking Products
Services, US

LENDER: UMB Bank, N.A.
by
/s/ Cecil G. Wood
Name: Cecil G. Wood
Title: Executive Vice President

LENDER: U.S. Bank National Association
by
/s/ Karen Meyer
Name: Karen Meyer
Title: Vice President

LENDER: Wachovia Bank National Association
by
/s/ Shawn Young
Name: Shawn Young

Title: Vice President

LENDER: WILLIAM STREET COMMITMENT CORPORATION (Recourse only to assets of William Street Commitment Corporation)

by

/s/ Mark Walton

Name: Mark Walton

Title: Assistant Vice President

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* For Lenders requiring an additional signature.

COMMITMENT SCHEDULE TO
ILLINOIS CREDIT AGREEMENT

Lender	**Commitment**
JPMorgan Chase Bank, N.A.	$ 50,000,000
Barclays Bank PLC	50,000,000
BNP Paribas	43,250,000
The Bank of New York	43,250,000
Wachovia Bank, National Association	43,250,000
William Street Commitment Corporation	38,000,000
Citicorp USA, Inc.	34,600,000
U.S. Bank, N.A.	34,600,000
UBS Loan Finance LLC	34,600,000
The Bank of Tokyo-Mitsubishi UFJ, Ltd.	27,500,000
Lehman Brothers Bank, FSB	21,000,000
Fifth Third Bank	20,475,000
National City Bank	20,475,000
Commerce Bank, N.A.	10,000,000
Mellon Bank, N.A.	10,000,000
The Northern Trust Company	10,000,000
UMB Bank, N.A.	9,000,000
Aggregate Commitment	**$ 500,000,000**

LC COMMITMENT SCHEDULE TO
ILLINOIS CREDIT AGREEMENT

Issuing Bank	**LC Commitment**
JPMorgan Chase Bank, N.A.	$ 250,000,000
Barclays Bank PLC	250,000,000

Applicable Margin or Fee Rate	***Level I Status***	***Level II Status***	***Level III Status***	***Level IV Status***	***Level V Status***	***Level VI Status***
Eurodollar Margin/LC Participation Fee (when Usage ≤ 50.0%)	*0.150%*	*0.300%*	*0.600%*	*0.825%*	*1.000%*	*1.375%*
Floating Rate Margin (when Usage ≤ 50.0%)	*0.000%*	*0.000%*	*0.000%*	*0.000%*	*0.000%*	*0.375%*
Eurodollar Margin/LC Participation Fee (when Usage > 50.0%)	*0.280%*	*0.480%*	*0.850%*	*1.075%*	*1.250%*	*1.625%*
Floating Rate Margin (when Usage > 50.0%)	*0.000%*	*0.000%*	*0.000%*	*0.075%*	*0.250%*	*0.625%*
Facility Fee	*0.100%*	*0.125%*	*0.150%*	*0.175%*	*0.250%*	*0.375%*

"Level I Status" exists at any date if, on such date, the applicable entity's Moody's Rating is A2 or better or the applicable entity's S&P Rating is A or better.

"Level II Status" exists at any date if, on such date, (i) the applicable entity has not qualified for Level I Status and (ii) the applicable entity's Moody's Rating is A3 or better or the applicable entity's S&P Rating is A- or better.

"Level III Status" exists at any date if, on such date, (i) the applicable entity has not qualified for Level I Status or Level II Status and (ii) the applicable entity's Moody's Rating is Baa1 or better or the applicable entity's S&P Rating is BBB+ or better.

"Level IV Status" exists at any date if, on such date, (i) the applicable entity has not qualified for Level I Status, Level II Status or Level III Status and (ii) the applicable entity's Moody's Rating is Baa2 or better or the applicable entity's S&P Rating is BBB or better.

"Level V Status" exists at any date if, on such date, (i) the applicable entity has not qualified for Level I Status, Level II Status, Level III Status or Level IV Status and (ii) the applicable entity's Moody's Rating is Baa3 or better or the applicable entity's S&P Rating is BBB- or better.

"Level VI Status" exists at any date if, on such date, the applicable entity has not qualified for Level I Status, Level II Status, Level III Status, Level IV Status, or Level V Status.

“Moody’s Rating” means, at any time, the public rating issued by Moody’s Investors Service, Inc. (“Moody's”) and then in effect with respect to (i) in the case of an Illinois Utility, such entity’s senior secured long-term debt securities without third-party credit enhancement or such entity’s First Mortgage Bond obligations without third-party credit enhancement and (ii) in the case of CILCORP, such entity's senior unsecured long-term debt securities without third party credit enhancement; provided that if the applicable entity does not have any such rating, Level VI Status shall exist. In the case of Resources, “Moody’s Rating” means, at any time, one of the following three ratings (in the order in which they are referred based on availability and, in each case, without third-party credit enhancement): (i) the public rating issued by Moody's and then in effect with respect to Resources' Advances and other Obligations; (ii) the public rating issued by Moody's and then in effect with respect to Resources' senior secured long-term debt securities; or (iii) the rating one level above the public rating issued by Moody's and then in effect with respect to Resources' senior unsecured and unsubordinated long-term debt securities.

"S&P Rating" means, at any time, the public rating issued by Standard and Poor's Rating Services, a division of The McGraw Hill Companies, Inc. ("S&P"), and then in effect with respect to (i) in the case of an Illinois Utility, such entity's senior secured long-term debt securities without third-party credit enhancement or such entity's First Mortgage Bond obligations without credit enhancement and (ii) in the case of CILCORP, such entity's senior unsecured long-term debt securities without third party credit enhancement; provided that if the applicable entity does not have any such rating, Level VI Status shall exist. In the case of Resources, "S&P Rating" means, at any time, one of the following three ratings (in the order in which they are referred based on availability and, in each case, without third-party credit enhancement): (i) the public rating issued by S&P and then in effect with respect to Resources' senior secured long-term debt securities; (ii) the public rating issued by S&P and then in effect with respect to Resources' Advances and other Obligations, or (iii) the rating one level above the public rating issued by S&P and then in effect with respect to Resources' senior unsecured and unsubordinated long-term debt securities.

"Status" means Level I Status, Level II Status, Level III Status, Level IV Status, Level V Status or Level VI Status.

"Usage" refers to the Aggregate Revolving Credit Exposure on any date reflected as a percentage of the Aggregate Commitment on such date (and shall be deemed to be greater than 50% on any date when the Aggregate Commitment is zero).

All capitalized terms used but not defined in this Pricing Schedule shall have the meanings assigned thereto in the Credit Agreement to which this Pricing Schedule is attached.

The Applicable Margin shall be determined in accordance with the foregoing table based on the applicable Borrower's Status as determined from its then-current Moody's Rating and S&P Rating; provided that in the event that Resources has neither a Moody's Rating nor an S&P Rating, the Applicable Margin applicable to Resources shall be determined based on the Ratio Table below. The Applicable Fee Rate shall be determined (a) with respect to Facility Fees of each entity , in accordance with this Pricing Schedule, using such entity' s Status and such entity 's Contribution Percentage and (b) with respect to LC Participation Fees, in accordance with the foregoing table based on the applicable Borrower's Status; provided that in the event that Resources has neither a Moody's Rating nor an S&P Rating, the Applicable Fee Rate applicable to Resources shall be determined based on the Ratio Table below. The credit rating in effect on any date for the purposes of this Schedule is that in effect at the close of business on such date.

If the applicable entity is split-rated and the ratings differential is one level, then each rating agency will be deemed to have a rating in the higher level. If the applicable entity is split-rated and the ratings differential is two levels or more, then each rating agency will be deemed to have a rating one level above the lower rating, unless either rating is below BB+ or unrated (in the case of S&P) or below Ba1 or unrated (in the case of Moody's), in which case each rating agency will be deemed to have a rating in the lower level. Notwithstanding the foregoing, in the event that Resources has only one rating, the Applicable Margin or Applicable Fee Rate shall be determined by taking the arithmetic average of the Applicable Margin or Applicable Fee Rate from the Pricing Schedule based upon the rating of Resources and the Applicable Margin or Applicable Fee Rate from the Ratio Table.

At any time that the Applicable Margin or the Applicable Fee Rate of Resources shall be based upon the Ratio Table below, the financial reporting required will include reporting for Resources to be specified by the Agent in connection with the determination of such pricing.

Ratio Table

Consolidated Total Debt to Consolidated Cash Flow Ratio	Eurodollar Margin/LC Participation Fee (when Usage ≤ 50.0%)	Floating Rate Margin (when Usage ≤ 50.0%)	Eurodollar Margin/LC Participation Fee (when Usage > 50.0%)	Floating Rate Margin (when Usage > 50.0%)	Facility Fee
Level I less than 1.0:1.0	0.150%	0.000%	0.280%	0.000%	0.100%
Level II 1.0:1.0 or greater, but less than 1.5:1.0	0.300%	0.000%	0.480%	0.000%	0.125%
Level III 1.5:1.0 or greater, but less than 2.0:1.0	0.600%	0.000%	0.850%	0.000%	0.150%
Level IV 2.0:1.0 or greater but less than 2.5:1.0	0.825%	0.000%	1.075%	0.075%	0.175%
Level V 2.5:1.0 or greater but less than 3.0:1.0	1.000%	0.000%	1.250%	0.250%	0.250%
Level VI 3.0:1.0 or greater	1.375%	0.375%	1.625%	0.625%	0.375%

For purposes of the table above, the following terms shall have the meanings set forth below:

" **Consolidated Total Debt to Consolidated Operating Cash Flow Ratio** " means, at any date of determination, the ratio of Consolidated Indebtedness of Resources as at the end of the most recently ended fiscal quarter for which financial statements have been delivered to Consolidated Cash Flow of Resources for such fiscal quarter and the immediately preceding three fiscal quarters.

"Consolidated Indebtedness" means, at any time, the Indebtedness of Resources and its Subsidiaries which would be consolidated in the consolidated financial statements of Resources and such Subsidiaries in accordance with Agreement Accounting Principles on a consolidated basis at such time , excluding Permitted Securitizations and the subordinated indebtedness specified in the proviso of Section 6.17 of the Agreement .

"Consolidated Operating Cash Flow" means **,** for any period, the sum of the amounts which would appear in accordance with Agreement Accounting Principles on the consolidated statement of cash flow of Resources in the "Cash Flow from Operating Activities" section before, and without including amounts under or described as "changes in assets and liabilities".

SCHEDULE 1

SUBSIDIARIES
(See Section 5.8)

SUBSIDIARIES OF CENTRAL ILLINOIS PUBLIC SERVICE COMPANY

Subsidiary	Jurisdiction of Organization	Percent Ownership	Owned By
1. CIPS Energy, Inc.	Illinois	100%	Central Illinois Public Service Company

SUBSIDIARIES OF CILCORP INC.

Subsidiary	Jurisdiction of Organization	Owned By	Percent Ownership
1. Central Illinois Light Company	Illinois	CILCORP Inc.	100%
2. CILCO Exploration and Development Co.	Illinois	Central Illinois Light Company	100%
3. AmerenEnergy Resources Generating Company	Illinois	Central Illinois Light Company	100%
4. CILCO Energy Corporation	Illinois	Central Illinois Light Company	100%
5. CIM Energy Investment Inc.	Illinois	CILCORP Inc.	100%
6. QST Enterprises Inc.	Illinois	CILCORP Inc .	100%
7. QST Energy Inc.	Illinois	QST Enterprises Inc .	100%
8. QST Energy Trading Inc.	Illinois	QST Energy Inc.	100%
9. CILCORP Infraservices Inc.	Illinois	QST Enterprises Inc.	100%
10. QST Inc.	Illinois	QST Enterprises Inc.	100%
11. ESE Land Corporation	Illinois	QST Enterprises Inc.	100%
12. Savannah Resources Corp.	California	ESE Land Corporation	100%
13. ESE Placentia Development Corporation	Illinois	ESE Land Corporation	100%
14. CILCORP Venture Inc.	Illinois	CILCORP Inc.	100%
15. CILCORP Energy Services Inc.	Illinois	CILCORP Venture Inc.	100%
16. Agricultural Research & Development Corp	Illinois	CILCORP Venture Inc. .	80%

SUBSIDIARIES OF CILCO

Subsidiary	Jurisdiction of Organization	Owned By	Percent Ownership
1. CILCO Exploration and Development Co.	Illinois	Central Illinois Light Company	100%
2. AmerenEnergy Resources Generating Company	Illinois	Central Illinois Light Company	100%
3. CILCO Energy Corporation	Illinois	Central Illinois Light Company	100%

SUBSIDIARIES OF ILLINOIS POWER COMPANY

Subsidiary	Jurisdiction of Organization	Owned By	Percent Ownership
1. IP Gas Supply Company	Illinois	Illinois Power Company	100%
2. Illinois Power Transmission Company, LLC	Delaware	Illinois Power Company	100%
3. Illinois Power Securitization Limited Liability Company	Delaware	Illinois Power Company	100%
4. Illinois Power Special Purpose Trust	Delaware	Illinois Power Securitization Limited Liability Company	100%
5. Illinois Power Financing I	Delaware	Illinois Power Company	100%
6. Illinois Power Financing II	Delaware	Illinois Power Company	100%

SCHEDULE 2

LIENS
(see Section 6.13.5)

None

SCHEDULE 3

RESTRICTIVE AGREEMENTS
(see Section 6.13.5)

Following are the agreements or other arrangements existing as of the effective date of the Credit Agreement dated as of July 14, 2006, (the "Agreement"), among the Borrowers, the lending institutions identified therein as Lenders and JPMorgan Chase Bank, as Administrative Agent that prohibit, restrict or impose any condition upon the ability of any Borrower or any Subsidiary (other than a Project Finance Subsidiary) to, create or otherwise cause to become effective any consensual encumbrance or restriction of any kind on the ability of any such Subsidiary other than a Project Finance Subsidiary (i) to pay dividends or make any other distribution on its common stock, (ii) to pay any Indebtedness or other obligation owed to such Borrower or any other Subsidiary of such Borrower, or (iii) to make loans or advances or other Investments in such Borrower or any other Subsidiary of such Borrower. The following list does not include restrictions and conditions imposed by law or by the above-referenced Agreement. Terms defined in the above-referenced Agreement are used herein with the same meanings.

CIPS

CIPS Restated Articles of Incorporation: Dividend Restriction. So long as any shares of the Cumulative Preferred Stock of CIPS are outstanding, dividends on CIPS' common stock are restricted at any time when the ratio of common stock equity to total capitalization is not in excess of 25 percent.

CIPS Indenture of Mortgage dated October 1, 1941, as supplemented and amended: Dividend Restriction. So long as any of the present First Mortgage Bonds issued under this indenture are outstanding, no dividends may be declared or paid on CIPS' common stock, unless during the period from December 31, 1940 to the date of payment of such dividends, the amounts expended by CIPS for maintenance and repairs, plus the amounts provided for depreciation of the mortgaged properties, plus the accumulations to earned surplus shall be at least equal to the amount required to be expended by CIPS during such period for the purposes specified in Section 1 of Article VII of this indenture.

CILCORP

CILCORP (as successor to Midwest Energy, Inc.) Indenture dated as of October 18, 1999, as supplemented and/or amended: Limitation on Distributions. CILCORP shall not make or pay any dividend, distribution or payment (including by way of redemption, repurchase, retirement, return or repayment) in respect of shares of its capital stock to any of its shareholders unless there exists no event of default under such indenture and no such event of default will result from the making of such distribution, and either (a) at the time and as a result of making such distribution CILCORP's leverage ratio does not exceed 0.67:1 and CILCORP's interest coverage ratio is not less than 2.2:1, or (b) if CILCORP is not in compliance with the ratios described in clause (a) above, its senior long-term debt ratings are at least BB+ from S&P, Baa2 from Moody's and BBB from Fitch, Inc.

CILCORP (as successor to Midwest Energy, Inc.) Indenture dated as of October 18, 1999, as supplemented and/or amended: Limitation on Intercompany Loans. CILCORP shall not make any

intercompany loan to The AES Corporation or any of its affiliates (other than CILCORP or any of its direct or indirect subsidiaries) unless there exists no event of default under such indenture and no such event of default will result from the making of such intercompany loan, and either (a) at the time and as a result of making such intercompany loan CILCORP's leverage ratio does not exceed 0.67:1 and CILCORP's interest coverage ratio is not less than 2.2:1, or (b) if CILCORP is not in compliance with the ratios described in clause (a) above, its senior long-term debt ratings are at least BB+ from S&P, Baa2 from Moody's and BBB from Fitch, Inc.

CILCORP Pledge Agreement dated as of October 18, 1999, as amended or supplemented: Encumbrance on CILCO Common Dividends. Common stock of CILCO is pledged as collateral to holders of CILCORP indebtedness issued under the indenture referred to above. Also included as collateral are all dividends, cash, instruments and other property and proceeds distributed in respect of such common stock excluding all cash dividends paid so long as no event of default shall have occurred and be continuing. Any and all (i) dividends and other distributions (other than cash dividends) received, receivable or otherwise distributed in respect of, or in exchange for, any collateral (including the CILCO common stock) and (ii) cash paid, payable or otherwise distributed in redemption of, or in exchange for, any collateral, shall be delivered to the collateral agent under this agreement to hold as collateral.

CILCORP By-Laws: Limitation on Intercompany Loans. CILCORP may not make loans or advances to its parent or any of its affiliates with the exception of subsidiaries of CILCORP. CILCORP also may not acquire obligations or securities of its parent or any of its affiliates with the exception of subsidiaries of CILCORP.

CILCO

CILCO Articles of Incorporation: Dividend Restriction. No dividends shall be paid on CILCO's common stock if, at the time of declaration, the balance of retained earnings does not equal at least two times the annual dividend requirement on all outstanding shares of preferred stock and amounts to be paid or set aside for any sinking fund for the retirement of Class A Preferred Stock of any series have not been paid or set aside.

IP

IP 11 ½% Mortgage Bonds due 2010: Triggering Events. A "Triggering Event" will occur under these bonds if IP declares or pays any dividends or makes any other payment or distribution with respect to IP's common stock, or makes any loan to or certain investments in any affiliate other than a subsidiary, unless the aggregate amount of such payments, along with other restricted payments defined in the related financing documents, do not exceed $5 million in the aggregate, or unless a) no default would occur as the result of making such payment, b) at the time of, and after giving effect to such payment, IP would be able to incur additional indebtedness pursuant to a fixed charge coverage ratio test set forth in the related financing documents, and c) such payment, along with all other such restricted payments made since the offering date of these bonds is less than the sum of 50% of consolidated net income of IP since the offering of these bonds plus net cash proceeds received by IP through equity infusions or other permitted means. Upon the occurrence of a "Triggering Event," the holders of at least 25% of these bonds will be able to require the redemption of these bonds at a redemption price equal to 100% of the aggregate principal amount plus accrued and unpaid interest. IP will not be subject to the "Triggering Events" described above at any time that these bonds are rated investment grade by both S&P and Moody's.

Illinois Power Securitization Limited Liability Company - as “Grantee” under Illinois Power Special Purpose Trust $864,000,000 Illinois Power Special Purpose Trust Transitional Funding Trust Notes, Series 1998-1: Limitation on Intercompany Loans. Grantee may not make any loan, advance or certain other investments to or in any other person.

Illinois Power Special Purpose Trust $864,000,000 Illinois Power Special Purpose Trust Transitional Funding Trust Notes, Series 1998-1: Dividend Restriction. So long as any Transitional Funding Trust Notes are outstanding, the Trust shall not, directly or indirectly, (a) pay any dividend or make any distribution (by reduction of capital or otherwise), whether in cash, property, securities or a combination thereof, to any owner of a beneficial interest in the Trust or otherwise with respect to any ownership or equity interest or similar security in or of the Trust, (b) redeem, purchase, retire or otherwise acquire for value any such ownership or equity interest or similar security or (c) set aside or otherwise segregate any amounts for any such purpose; provided, however, that, if no event of default shall have occurred and be continuing, the Trust may make, or cause to be made, any such distributions to any owner of a beneficial interest in the Trust or otherwise with respect to any ownership or equity interest or similar security in or of the Trust using funds distributed to the Trust under certain provisions of the indenture relating to the Transitional Funding Trust Notes providing for payment to the Trust of balance of Trust accounts after principal of and premium, if any, and interest on all Transitional Funding Trust Notes of all series and a number of other amounts have been paid, to the extent that such distributions would not cause the book value of the remaining equity in the Trust to decline below 0.5% of the original principal amount of all series of Transitional Funding Trust Notes which remain outstanding.

Illinois Power Special Purpose Trust $864,000,000 Illinois Power Special Purpose Trust Transitional Funding Trust Notes, Series 1998-1: Limitation on Intercompany Loans. The Trust may not make any loan, advance or certain other investments to or in any other person.

RESOURCES

None

SCHEDULE 4
REGULATORY AUTHORIZATIONS
(See Sections 4.2.3, 4.3.3, and 5.18)

The Federal Energy Regulatory Commission has issued the following orders under the Federal Power Act to authorize the incurrence by Central Illinois Public Service Company ("CIPS"), Central Illinois Light Company ("CILCO"), Illinois Power Company ("IP"), and AmerenEnergy Resources Generating Company ("Resources") of the Indebtedness contemplated by this Agreement:

- Letter order issued on October 25, 2002 (Docket Nos. ER02-1688-000, ER02-1688-001, and ER02-1688-002): grants Central Illinois Generation, Inc. (now known as Resources) blanket authorization to issue securities and assume liabilities, including borrowing under this Agreement.

- Order issued on March 31, 2005 (Docket Nos. ER05-638-000, et al.): grants IP blanket authorization to issue securities and assume liabilities, including borrowing under this Agreement.

- Letter order issued on March 23, 2006 (Docket No. ES06-17-000) as clarified by Order Granting Rehearing issued on May 25, 2006 (Docket No. ES06-17-001): authorizes the incurrence of short-term indebtedness by each of CIPS and CILCO in an aggregate principal amount outstanding not to exceed $250,000,000, subject to, among other things, the condition that all such indebtedness be issued on or before March 31, 2008.

The Illinois Commerce Commission has been requested to issue the following orders under the Illinois Public Utilities Act to authorize each of CIPS, CILCO, and IP to incur the long-term indebtedness and to execute and deliver the Credit Agreement Bond and related Supplemental Indenture contemplated by this Agreement:

- Order in Docket No. 06-0331: requested to grant CIPS authorization to incur long-term indebtedness in an aggregate principal amount not to exceed $135,000,000 and to execute, enter into, and deliver the CIPS Credit Agreement Bond and the CIPS Supplemental Indenture.

- Order in Docket No. 06-0330: requested to grant CILCO authorization to incur long-term indebtedness in an aggregate principal amount not to exceed $150,000,000 and to execute, enter into, and deliver the CILCO Credit Agreement Bond and the CILCO Supplemental Indenture.

- Order in Docket No. 06-0332: requested to grant IP authorization to incur long-term indebtedness in an aggregate principal amount not to exceed $150,000,000 and to execute, enter into, and deliver the IP Credit Agreement Bond and the IP Supplemental Indenture.

PLEDGE AGREEMENT SUPPLEMENT

PLEDGE AGREEMENT SUPPLEMENT dated as of July 14, 2006 (this "Supplement") made by CILCORP, Inc., an Illinois corporation (the "Pledgor"), in favor of The Bank of New York, a New York banking corporation, as collateral agent (in such capacity, the "Collateral Agent") for the benefit of the Secured Parties (as defined in the Pledge Agreement referred to below).

1. This Supplement is executed and delivered pursuant to the terms of the Pledge Agreement, dated as of October 18, 1999 (as supplemented by this Supplement and as the same has been and may hereafter be supplemented by any other Pledge Agreement Supplement or otherwise amended or modified, the "Pledge Agreement"), made by the Pledgor in favor of the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties. Terms defined in the Pledge Agreement are used herein with their defined meanings.

2. Pursuant to the terms of the Indenture and the Pledge Agreement, the Pledgor may incur additional secured indebtedness from time to time that is by its terms equally and ratably secured under the Pledge Agreement with the Obligations secured thereunder. The Pledgor, Central Illinois Public Service Company, Illinois Power Company, Central Illinois Light Company and AmerenEnergy Resources Generating Company, as Borrowers, JPMorgan Chase Bank, N.A., as Administrative Agent (the "Agent"), and the Lenders from time to time party thereto (the "Lenders") have entered into that certain Senior Secured Revolving Credit Agreement (the "Credit Agreement"), dated as of July 14, 2006, pursuant to which the Pledgor may initially borrow and/or request the issuance of letters of credit in an aggregate principal amount or face amount up to $50 million. The terms of the Credit Agreement require that the Pledgor equally and ratably secure its obligations in respect of the principal of and interest on any and all loans to the Pledgor under the Credit Agreement, all reimbursement obligations in respect of letters of credit issued pursuant to the Credit Agreement for the account of the Pledgor and all other "Obligations" (as defined in the Credit Agreement) of the Pledgor (the "Credit Agreement Obligations") with the Obligations secured under the Pledge Agreement. The Pledgor hereby acknowledges and agrees that the Credit Agreement Obligations shall be deemed to be "Additional Debt Obligations" pursuant to the Pledge Agreement.

3. The Pledgor confirms and reaffirms the security interest in the Collateral granted to the Collateral Agent, for the benefit of the Collateral Agent and the Secured Parties under the Pledge Agreement; and hereby acknowledges and agrees that all references to "Secured Parties" in the Pledge Agreement shall be deemed to include all holders of the Additional Secured Debt as described on Schedule I hereto.

4. The Pledgor hereby represents and warrants that the representations and warranties contained in Section 3 of the Pledge Agreement are true and correct on the date of this Supplement with all references therein and elsewhere in the Pledge Agreement to "Additional Secured Debt", "Additional Debtholders" and "Additional Secured Debt Agent" to include the Additional Secured Debt, Additional Debtholders and Additional Secured Debt Agent as listed on Schedule I hereto and on Schedule I to each Pledge Agreement Supplement executed prior to the date hereof and with references therein to "this Pledge Agreement" to mean the Pledge

Agreement as supplemented hereby; provided that such representations and warranties of the Pledge Agreement shall hereafter be deemed to provide that (i) the Pledged Shares constitute all of the issued and outstanding common stock of CILCO and all the other capital stock of CILCO held by the Pledgor and (ii) the exercise by the Collateral Agent of the voting or other rights provided for in the Pledge Agreement or the remedies in respect of the Collateral pursuant to the Pledge Agreement may be subject to receipt of regulatory approvals under laws applicable to the change in control of a public utility company. In addition, the Pledgor represents and warrants that this Supplement has been duly executed and delivered by the Pledgor and constitutes a legal, valid and binding obligation of the Pledgor enforceable against the Pledgor in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or similar laws affecting the enforcement of creditors' rights and remedies generally and by equitable principles of general applicability.

5. The Additional Debtholders designated on Schedule I hereto, by their acceptance of the benefits of the Pledge Agreement, hereby irrevocably designate the Collateral Agent to act on their behalf as specified in the Pledge Agreement. Each such Additional Debtholder hereby irrevocably authorizes, and each holder of the Additional Debt Obligations by the acceptance of such Additional Debt Obligation and by the acceptance of the benefits of the Pledge Agreement shall be deemed irrevocably to authorize the Collateral Agent to take such action on its behalf under the Pledge Agreement and instruments and agreements referred to therein and to exercise such powers and to perform such duties thereunder as are specifically delegated or required of the Collateral Agent by the terms thereof and such other powers as are reasonably incident thereto.

6. This Supplement is supplemental to the Pledge Agreement, forms a part thereof and is subject to all the terms thereof. Schedule I to the Pledge Agreement does, and shall be deemed to, include each item listed on Schedule I hereto, and each such item shall be and is included within the meaning of the terms "Additional Secured Debt", "Additional Debtholders" and "Additional Secured Debt Agent" as such terms are used in the Pledge Agreement.

IN WITNESS WHEREOF, the Pledgor has caused this Supplement to be duly executed and delivered on the date first set forth above.

CILCORP INC.

By: /s/ Jerre E. Birdsong

Name: Jerre E. Birdsong
Title: Vice President and Treasurer

Acknowledged and agreed:

THE BANK OF NEW YORK,
as Collateral Agent

By: /s/ Robert A. Massimillo
Name: Robert A. Massimillo
Title: Vice President

JPMorgan Chase Bank, N.A., as Administrative Agent
under the Credit Agreement, on behalf of itself and the Lenders

By: /a/ Michael J. DeForge
Name: Michael J. DeForge
Title: Vice President

CILCORP PLEDGE AGREEMENT SUPPLEMENT
SIGNATURE PAGE

Schedule I
to Pledge Agreement Supplement

ADDITIONAL SECURED DEBT

Title or Name of Additional Secured Debt	Additional Debtholders	Additional Secured Debt Agent
"Obligations", as defined in the Senior Secured Revolving Credit Agreement dated as of July 14, 2006 (the "Credit Agreement") among CILCORP, Inc., Central Illinois Public Service Company, Illinois Power Company, Central Illinois Light Company and AmerenEnergy Resources Generating, Inc., as Borrowers, the Lenders from time to time part thereto and JPMorgan Chase Bank, N.A., as Administrative Agent	The Lenders from time to time party to the Credit Agreement	JPMorgan Chase Bank, N.A., as Administrative Agent

Exhibit 10.4

This space reserved for Recorder's use only.

OPEN-ENDED MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (ILLINOIS)

by and from

AMERENENERGY RESOURCES GENERATING COMPANY, *"Mortgagor "*

to

THE BANK OF NEW YORK TRUST COMPANY, N.A., in its capacity as A gent , *" Agent "*

Dated as of July 14, 2006

Location:	**7800 S. Cilco Road**
Municipality:	**Bartonville**
County:	**Peoria**
State:	**Illinois**
P.I.N. Nos.:	**20-14-200-001,**
	20-14-200-002,
	20-14-200-003

THE SECURED PARTY (MORTGAGEE) DESIRES THIS FIXTURE FILING TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE DESCRIBED HEREIN.

PREPARED BY, RECORDING REQUESTED BY, AND WHEN RECORDED MAIL TO:

AMERENENERGY RESOURCES GENERATING COMPANY
1901 Chouteau Avenue
St. Louis, Missouri 63103
Attention: Craig W. Stensland

OPEN-ENDED MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING

THIS OPEN-ENDED MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (ILLINOIS) (this ***"Mortgage"***) is dated as of July 14, 2006, by and from AMERENENERGY RESOURCES GENERATING COMPANY, an Illinois corporation (***"Mortgagor"***), whose address is 1901 Chouteau Avenue, St. Louis, Missouri 63103, to THE BANK OF NEW YORK TRUST COMPANY, N.A., as collateral agent (in such capacity, ***"Agent"***) for the Secured Parties as defined in the Collateral Agency Agreement (as defined below), having an address at 911 Washington Avenue, Suite 300, St. Louis, Missouri 63101 (Agent, together with its successors and assigns, ***"Mortgagee"***).

WITNESSETH :

WHEREAS, Mortgagor, Agent and other Secured Parties have entered into that certain Collateral Agency Agreement dated as of July 14, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the " ***Collateral Agency Agreement*** ");

WHEREAS, as a condition to the extension of those certain loans, credit facilities, letters of credit and other financial accommodations to Mortgagor, the Secured Parties require, among other things, that Mortgagor enter into this Mortgage and grant to Mortgagee the liens and security interests referred to herein to secure the payment and performance of the Obligations (as defined in the Collateral Agency Agreement) of Mortgagor, including but not limited to the payment of the principal amount, together with interest thereon, of all present and future advances of money (including the reborrowing of principal previously repaid) made by the Mortgagee and the Secured Parties to the Mortgagor; and

WHEREAS, pursuant to the requirement set out above, Mortgagor wishes to mortgage and assign to Mortgagee its interest in the Mortgaged Property (as defined below) as security for the performance of the Obligations of Mortgagor.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated into the operative provisions of this Mortgage by this reference, and for other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, Mortgagor hereby represents and warrants to and covenants and agrees with Mortgagee as follows:

ARTICLE 1
DEFINITIONS

Section 1.1 **Definitions .** All capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Collateral Agency Agreement. As used herein, the following terms shall have the following meanings:

(a) " ***Event of Default*** " : (1) The occurrence of an Event of Default under and as defined in the Collateral Agency Agreement; or (2) the default by Mortgagor in the observance or performance of any covenant, condition or agreement expressly set forth in this Mortgage and the continuance of such default unremedied for a period of thirty (30) days after written notice thereof shall have been given to Mortgagor by Mortgagee.

(b) ***"Excluded Property"*** : Any and all property described in clauses 5 and 7 of the definition of "Mortgaged Property" which is not assignable without the prior consent, approval or other

action by a third party, is otherwise subject to a restriction or prohibition on assignment or is subject to termination upon assignment.

(c) " ***Mortgaged Property*** " : All of Mortgagor's right, title and interest in and to (1) the fee interest in the real property described in Exhibit A attached hereto and incorporated herein by this reference, together with any greater estate therein as hereafter may be acquired by Mortgagor (the " ***Land*** "), (2) all improvements now owned or hereafter acquired by Mortgagor, now or at any time situated, placed or constructed upon the Land (the " ***Improvements*** " ; the Land and Improvements are collectively referred to as the " ***Premises*** "), (3) all fixtures of every kind and type, including without limitation, materials, supplies, equipment, apparatus and other similar items now owned or hereafter acquired by Mortgagor and attached to or installed on any of the Improvements or the Land, and water, gas, electrical, telephone, storm and sanitary sewer facilities and all other utilities whether or not situated in easements (the " ***Fixtures*** "), (4) all equipment (as defined in the UCC) constituting items of personal property and used in connection with the Mortgagor's operations at the Premises (the " ***Personalty*** "), (5) all leases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant to any person a possessory interest in, or the right to use, all or any part of the Mortgaged Property, together with all related security and other deposits, excluding, however, any thereof constituting Excluded Property (the " ***Leases*** "), (6) all of the rents, revenues, royalties, income, proceeds, profits and other benefits paid or payable by parties to the Leases for using, leasing, licensing possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property (the " ***Rents*** "), (7) all air rights, mineral rights, water rights, oil and gas rights, development rights, if any, together with all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing, excluding, however, any thereof constituting Excluded Property, (8) all property tax refunds payable with respect to the Mortgaged Property (the " ***Tax Refunds*** "), (9) all accessions, replacements, additions, renewals and substitutions for any of the foregoing and all proceeds thereof (the " ***Proceeds*** "), (10) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Mortgagor (the " ***Insurance*** "), (11) all awards, damages, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to any condemnation or other taking (or any purchase in lieu thereof) of all or any portion of the Land, Improvements, Fixtures or Personalty (the " ***Condemnation Awards*** "), and (12) to the extent assignable, all consents, licenses, building permits, certificates of occupancy and other governmental approvals relating to the Premises and Improvements, all construction, engineering, consulting, architectural and other similar contracts concerning the design and construction of the Premises and Improvements, all drawings, plans, specifications, and similar or related items relating to the Premises and Improvements, and all payment and performance bonds or warranties or guarantees relating to the foregoing (the " ***Permits, Plans and Warranties*** "). As used in this Mortgage, the term "Mortgaged Property" shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

(d) ***"Permitted Liens"*** : The following Liens, if any, (1) Liens securing the Obligations of Mortgagor hereunder and in the Collateral Agency Agreement; (2) Liens for taxes, assessments or governmental charges or levies on the Premises if the same shall not at the time be delinquent or thereafter can be paid without penalty, or are being contested in good faith and by appropriate proceedings and for which adequate reserves in accordance with generally accepted accounting principles shall have been set aside on its books; (3) Liens imposed by law, such as landlords', wage earners', carriers', warehousemen's and mechanics liens and other similar liens arising in the ordinary course of business which secure payment of obligations not more than sixty (60) days past due or which are being contested in good faith by appropriate proceedings and for which adequate reserves in accordance with generally accepted accounting principles shall have been set aside on its books; (4) easements, reservations, rights-of-way, restrictions, survey exceptions and other similar encumbrances as to real property which customarily exist on properties of corporations engaged in similar activities and

similarly situated and which do not materially interfere with the conduct of the business of Mortgagor conducted at the Premises; (5) Liens arising out of judgments or awards not exceeding $25,000,000 in aggregate for Mortgagor and its subsidiaries with respect to which appeals are being diligently pursued in good faith by appropriate proceedings, and, pending the determination of such appeals, such judgments or awards having been effectively stayed; (6) Liens approved by Mortgagee in writing; (7) any zoning or similar law or right reserved to or vested in any governmental office or agency to control or regulate the use of any property; (8) Liens securing obligations (other than obligations representing indebtedness for borrowed money) under operating reciprocal easements or similar arrangements entered into in the ordinary course of business; (9) undetermined Liens and charges incidental to construction; (10) Liens on any assets securing indebtedness (including capital leases) incurred or assumed for the purpose of financing or refinancing all or any part of the cost of acquiring or constructing such asset, provided that such Lien attaches to such asset concurrently with or within eighteen (18) months after the acquisition or completion of construction thereof; (11) Liens existing on any assets of any Person at the time such Person is merged or consolidated with or into the Mortgagor and not created in contemplation of such event; (12) Liens existing on any assets prior to the acquisition thereof and not created in contemplation thereof, provided that such Liens do not encumber any other property or assets; and (13) Liens arising out of the refinancing, extension, renewal or refunding of any indebtedness secured by any Lien permitted by any of the above clauses, provided that such indebtedness is not secured by any additional assets and the amount of indebtedness secured by any such Lien is not increased.

ARTICLE 2
GRANT

Section 2.1 **Grant .** To secure the full and timely payment of the Obligations, Mortgagor MORTGAGES, GRANTS, BARGAINS, ASSIGNS, SELLS, CONVEYS and CONFIRMS, to Mortgagee the Mortgaged Property, subject, however, only to the matters that are set forth on Exhibit B attached hereto (the " ***Permitted Encumbrances*** ") and to Permitted Liens, TO HAVE AND TO HOLD the Mortgaged Property to Mortgagee, and Mortgagor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the title to the Mortgaged Property unto Mortgagee.

ARTICLE 3
WARRANTIES, REPRESENTATIONS AND COVENANTS

Mortgagor warrants, represents and covenants to Mortgagee as follows:

Section 3.1 **Title to Mortgaged Property and Lien of this Instrument .** Mortgagor has fee simple title to the Premises and good and marketable title to the other Mortgaged Property, in each case free and clear of any liens, claims or interests, except the Permitted Encumbrances and the Permitted Liens. Subject to the terms hereof, this Mortgage creates valid, enforceable first priority liens and security interests against the Mortgaged Property.

Section 3.2 **Lien Status .** Mortgagor shall preserve and protect the lien and security interest status of this Mortgage. If any lien or security interest other than a Permitted Encumbrance or a Permitted Lien is asserted against the Mortgaged Property, Mortgagor shall promptly, and at its expense, (a) give Mortgagee a detailed written notice of such lien or security interest (including origin, amount and other terms), and (b) pay the underlying claim in full or take such other action so as to cause it to be released or contest the same in compliance with the requirements of the Collateral Agency Agreement.

Section 3.3 **Inspection .** Mortgagor shall permit Mortgagee and its respective agents, representatives and employees, upon reasonable prior notice to Mortgagor, to inspect the

Mortgaged Property, as Mortgagee may reasonably require, provided that such inspections and studies shall not materially interfere with the use and operation of the Mortgaged Property.

Section 3.4 Insurance; Insurance Proceeds and Condemnation Awards .

(a) Insurance . Mortgagor shall maintain or cause to be maintained, with financially sound and reputable insurers, insurance with respect to the Mortgaged Property against loss or damage of the kinds, and subject to such deductibles and self-insurance, customarily carried or maintained under similar circumstances by corporations of established reputation engaged in similar businesses. Each such policy of insurance shall name Mortgagee as the loss payee (or, in the case of liability insurance, an additional insured) thereunder for the ratable benefit of the Secured Parties, and shall provide for at least thirty (30) days' prior written notice of any material modification or cancellation of such policy. In addition to the foregoing, if any portion of the Mortgaged Property is located in an area identified by the Federal Emergency Management Agency as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968 (or any amendment or successor act thereto), then Mortgagor shall maintain, or cause to be maintained, with a financially sound and reputable insurer, flood insurance in an amount sufficient to comply with all applicable rules and regulations promulgated pursuant to such Act.

(b) Insurance Proceeds . Mortgagor assigns to Mortgagee all proceeds of any insurance policies insuring against loss or damage to the Mortgaged Property. Mortgagor shall give Mortgagee prompt notice of any loss covered by insurance. Mortgagee shall have the exclusive right to adjust any losses claimed under any such insurance policies in excess of $10,000,000 (or any amount after the occurrence and during the continuation of an Event of Default) (a " ***Material Award*** ") in a manner reasonably acceptable to Mortgagor. Any Material Award received as payment for any loss under any insurance policy mentioned above (other than liability insurance policies) shall be paid over to Mortgagee to be held in trust for the benefit of Mortgagor and shall be released to Mortgagor on a percentage completion basis for the repair, replacement or restoration of the Mortgaged Property, all in accordance with customary construction escrow procedures. Any amount received from such insurance policies that is not a Material Award shall be paid to and may be retained by Mortgagor. Any excess Material Award remaining after such repair, replacement or restoration shall be released to the Mortgagor, provided that if an Event of Default shall have occurred and be continuing, such excess shall be applied as a prepayment of the Obligations. Any such repair, replacement or restoration shall be effected with reasonable promptness.

(c) Condemnation Awards . Mortgagor assigns all Condemnation Awards to Mortgagee and authorizes Mortgagee to collect and receive such Condemnation Awards and to give proper receipts and acquittances therefor. Any amount received as an award for eminent domain that is not a Material Award shall be paid to and may be retained by Mortgagor. Any such amount that is a Material Award shall be held in trust for the benefit of Mortgagor and shall be released to Mortgagor on a percentage completion basis for the repair, replacement or restoration of the Mortgaged Property, all in accordance with customary construction escrow procedures. Any excess Material Award remaining after such repair, replacement or restoration shall be released to the Mortgagor, provided that if an Event of Default shall have occurred and be continuing, such excess shall be applied as a prepayment of the Obligations.

Section 3.5 Use Violations . Except as may be expressly permitted by the terms of the Collateral Agency Agreement or this Mortgage, Mortgagor shall not use, maintain, operate or occupy, or allow the use, maintenance, operation or occupancy of the Mortgaged Property in any manner which violates in any material respect any applicable laws, or will invalidate any insurance coverage required to be carried hereunder. Mortgagor shall not commit or permit any waste of the

Mortgaged Property or any part thereof. Mortgagor shall not abandon the Mortgaged Property or leave the Mortgaged Property unprotected, unguarded, vacant or deserted, and shall not allow any of the Mortgaged Property to be misused, abused or wasted, or to deteriorate (ordinary wear and tear excepted).

Section 3.6 **Maintenance, Repair and Restoration** . Mortgagor shall keep the Mortgaged Property in good condition, order, repair and operating condition (ordinary wear and tear excepted) appropriate for comparable properties of similar construction, causing all necessary repairs, alterations, renewals, replacements, additions, betterments and improvements to be made promptly thereto. Subject to the terms hereof and of the Collateral Agency Agreement, Mortgagor shall promptly repair, restore or rebuild (or cause the same to be done) any of the Mortgaged Property which may become damaged or be destroyed from any cause whatsoever and pay when due all claims for labor performed and materials furnished therefore; provided, however, Mortgagor shall not be required to repair, restore, or rebuild any of the Mortgaged Property not then used or useful in connection with the operations of Mortgagor conducted on the Mortgaged Property (" ***Obsolete Property*** "). To the extent any damage to Obsolete Property was caused by a casualty or condemnation, any award received in connection therewith that is not a Material Award may be retained by Mortgagor and any award that is a Material Award shall be applied as a prepayment of the indebtedness.

Section 3.7 **Permitted Exceptions; Compliance** . With respect to the Permitted Encumbrances and the Permitted Liens, Mortgagor shall (a) timely observe and perform all covenants and obligations contained therein and (b) not take any action or fail to take any action if the taking of such action or the failure to take such action would cause a default thereunder (beyond applicable notice and cure periods as set forth therein).

Section 3.8 **Taxes** . Mortgagor shall pay all ad valorem real estate taxes levied against the Mortgaged Property except to the extent Mortgagor is contesting such taxes in good faith, by appropriate proceedings, and with respect to which adequate reserves have been recorded in accordance with generally accepted accounting principles.

ARTICLE 4
DEFAULT AND FORECLOSURE

Section 4.1 **Remedies .** Upon the occurrence and during the continuance of an Event of Default, to the extent permitted by applicable law and the Collateral Agency Agreement, Mortgagee may, at Mortgagee's election, (without additional notice or demand except as required by law) exercise any or all of the following rights, remedies and recourses:

(a) Entry on Mortgaged Property . Enter the Mortgaged Property and take exclusive possession thereof and of all books, records and accounts relating thereto or located thereon. If Mortgagor remains in possession of the Mortgaged Property following the occurrence and during the continuance of an Event of Default and without Mortgagee's prior written consent, Mortgagee may invoke any legal remedies to dispossess Mortgagor.

(b) Operation of Mortgaged Property . Hold, lease, develop, manage, operate or otherwise use the Mortgaged Property upon such terms and conditions as Mortgagee may deem reasonable under the circumstances (making such repairs, alterations, additions and improvements and taking other actions, from time to time, as Mortgagee deems necessary or desirable), and apply all Rents and other amounts collected by Mortgagee in connection therewith in accordance with the provisions of Section 4.7 .

(c) Foreclosure and Sale . Institute proceedings for the complete foreclosure of this Mortgage by judicial action, in which case the Mortgaged Property may be sold for cash or credit in one or more parcels. With respect to any notices required or permitted under the UCC, Mortgagor agrees that ten (10) days' prior written notice shall be deemed commercially reasonable. At any such sale by virtue of any judicial proceedings or any other legal right, remedy or recourse, the title to and right of possession of any such property shall pass to the purchaser thereof, and to the fullest extent permitted by law, Mortgagor shall be completely and irrevocably divested of all of its right, title, interest, claim, equity, equity of redemption, and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Mortgagor, and against all other persons claiming or to claim the property sold or any part thereof, by, through or under Mortgagor. Mortgagee or any of the other Secured Parties may be a purchaser at such sale. If Mortgagee or such other Secured Party is the highest bidder, Mortgagee or such other Secured Party may credit the portion of the purchase price that would be distributed to Mortgagee or such other Secured Party against the Obligations in lieu of paying cash. In the event this Mortgage is foreclosed by judicial action, appraisement of the Mortgaged Property is waived.

(d) Receiver . Make application to a court of competent jurisdiction for, and obtain from such court as a matter of strict right and without notice to Mortgagor or regard to the adequacy of the Mortgaged Property for the repayment of the Obligations, the appointment of a receiver of the Mortgaged Property, and Mortgagor irrevocably consents to such appointment. Any such receiver shall have all the usual powers and duties of receivers in similar cases, including the full power to rent, maintain and otherwise operate the Mortgaged Property upon such terms as may be approved by the court, and shall apply such Rents in accordance with the provisions of Section 4.7 .

(e) Other . Exercise all other rights, remedies and recourses granted by this Mortgage and the Collateral Agency Agreement or otherwise available at law or in equity.

Section 4.2 Separate Sales . To the extent permitted by applicable law, the Mortgaged Property may be sold in one or more parcels and in such manner and order as Mortgagee in its sole discretion may elect. The right of sale arising out of any Event of Default shall not be exhausted by any one or more sales.

Section 4.3 Remedies Cumulative, Concurrent and Nonexclusive . Mortgagee shall have all rights, remedies and recourses granted hereunder and in the Collateral Agency Agreement and available at law or equity (including the UCC), which rights (a) shall be cumulated and concurrent, (b) may be pursued separately, successively or concurrently against Mortgagor, or against the Mortgaged Property, or against any one or more of them, at the sole discretion of Mortgagee, (c) may be exercised as often as occasion therefor shall arise, and the exercise or failure to exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. No action by Mortgagee in the enforcement of any rights, remedies or recourses hereunder, under the Collateral Agency Agreement or otherwise at law or equity shall be deemed to cure any Event of Default.

Section 4.4 Release of and Resort to Collateral . Mortgagee may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, any part of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interest created in or evidenced hereby or its status as a first and prior lien and security interest in and to the Mortgaged Property. For payment of the Obligations, Mortgagee may resort to any other security in such order and manner as Mortgagee may elect.

Section 4.5 **Waiver of Redemption, Notice and Marshalling of Assets .** To the extent permitted by applicable law, Mortgagor hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Mortgagor by virtue of any present or future statute of limitations or law or judicial decision exempting the Mortgaged Property from attachment, levy or sale on execution or providing for any stay of execution, exemption from civil process, redemption or extension of time for payment, (b) all notices of any Event of Default or of any election by Mortgagee to exercise or the actual exercise of any right, remedy or recourse provided for hereunder and (c) any right to a marshalling of assets or a sale in inverse order of alienation.

Section 4.6 **Discontinuance of Proceedings .** If Mortgagee shall have proceeded to invoke any right, remedy or recourse permitted hereunder and shall thereafter elect to discontinue or abandon it for any reason, Mortgagee, shall have the unqualified right to do so and, in such an event, Mortgagor and Mortgagee shall be restored to their former positions with respect to the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Mortgagee shall continue as if the right, remedy or recourse had never been invoked, but no such discontinuance or abandonment shall waive any Event of Default which may then exist or the right of Mortgagee thereafter to exercise any right, remedy or recourse hereunder or under the Collateral Agency Agreement for such Event of Default.

Section 4.7 **Application of Proceeds .** The proceeds of any sale of the Mortgaged Property shall be applied by Mortgagee (or the receiver, if one is appointed) in accordance with the terms of the Collateral Agency Agreement.

Section 4.8 **Occupancy After Foreclosure .** Any sale of the Mortgaged Property or any part thereof in accordance with Section 4.1(c) will divest all right, title and interest of Mortgagor in and to the property sold. Subject to applicable law, any purchaser at a foreclosure sale will receive immediate possession of the property purchased. If Mortgagor retains possession of such property or any part thereof subsequent to such sale, Mortgagor will be considered a tenant at sufferance of the purchaser, and will, if Mortgagor remains in possession after demand to remove, be subject to eviction and removal, forcible or otherwise, with or without process of law.

Section 4.9 **Additional Advances and Disbursements; Costs of Enforcement .**

(a) Upon the occurrence and during the continuance of any Event of Default, Mortgagee shall have the right, but not under any circumstances the obligation, to cure such Event of Default in the name and on behalf of Mortgagor. All sums advanced and expenses incurred at any time by Mortgagee under this Section 4.9 , or otherwise under this Mortgage, the Collateral Agency Agreement or applicable law, shall bear interest from the date that such sum is advanced or expense incurred, to and including the date of reimbursement, computed at the highest rate at which interest is then computed on any portion of the Obligations, and all such sums, together with interest thereon, shall be secured by this Mortgage. Mortgagee is hereby empowered to enter and to authorize others to enter upon the Premises or the Improvements or any part thereof for the purpose of curing such Event of Default without having any obligation to so cure and without thereby becoming liable to Mortgagor, to any person in possession holding under Mortgagor or to any other person.

(b) Mortgagor shall pay all expenses (including reasonable attorneys' fees and expenses) of or incidental to the perfection and enforcement of this Mortgage, or the enforcement, compromise or settlement of the Obligations or any claim under this Mortgage, and for the curing thereof, or for defending or asserting the rights and claims of Mortgagee in respect thereof, by litigation or otherwise.

Section 4.10 **No Mortgagee in Possession .** Neither the enforcement of any of the remedies under this Article 4 , the assignment of the Rents and Leases under Article 5 , the security interests under Article 6 , nor any other remedies afforded to Mortgagee, at law or in equity shall cause Mortgagee or any other Secured Party to be deemed or construed to be a mortgagee in possession of the Mortgaged Property until the taking of actual possession by Mortgagee, to obligate Mortgagee or any other Secured Party to lease the Mortgaged Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

Section 4.11 **Limitation by Law .** All rights, remedies and powers provided in this Mortgage may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Mortgage are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they shall not render this Mortgage invalid, unenforceable, in whole or in part, or not entitled to be recorded, registered or filed under the provisions of any applicable law.

Section 4.12 **Filing Proofs of Claim .** Filing Proofs of Claim. In case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting Mortgagor, Mortgagee shall, to the extent permitted by law, be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Mortgagee allowed in such proceedings for the Obligations secured by this Mortgage at the date of the institution of such proceedings and for any interest accrued, late charges and additional interest or other amounts due or that may become due and payable hereunder after such date.

ARTICLE 5
ASSIGNMENT OF RENTS AND LEASES

Section 5.1 **Assignment .** In furtherance of and in addition to the assignment made by Mortgagor in Section 2.1 of this Mortgage, Mortgagor hereby absolutely and unconditionally assigns, sells, transfers and conveys to Mortgagee all of its right, title and interest in and to all Leases, whether now existing or hereafter entered into, and all of its right, title and interest in and to all Rents. This assignment is an absolute assignment and not an assignment for additional security only. So long as no Event of Default shall have occurred and be continuing, Mortgagor shall have a revocable license from Mortgagee to exercise all rights extended to the landlord under the Leases, including the right to receive and collect all Rents and to hold the Rents in trust for use in the payment and performance of the Obligations and to otherwise use the same. The foregoing license is granted subject to the conditional limitation that no Event of Default shall have occurred and be continuing. Upon the occurrence and during the continuance of an Event of Default, whether or not legal proceedings have commenced, and without regard to waste, adequacy of security for the Obligations or solvency of Mortgagor, the license herein granted shall automatically expire and terminate, without notice to Mortgagor by Mortgagee (any such notice being hereby expressly waived by Mortgagor to the extent permitted by applicable law). Mortgagor hereby irrevocably authorizes and directs each tenant, if any, and each successor, if any, to the interest of any tenant under any Lease, respectively, to rely upon any notice of a claimed Event of Default sent by Mortgagee to any such tenant or any of such tenant's successors in interest, and thereafter to pay Rents to Mortgagee without any obligation or right to inquire as to whether an Event of Default actually exists and even if some notice to the contrary is received from the Mortgagor, who shall have no right or claim against any such tenant or successor in interest for any such Rents so paid to Mortgagee. Each tenant or any of such tenant's successors in interest from whom Mortgagee or any officer, agent, attorney or employee of Mortgagee shall have collected any Rents, shall be authorized to pay Rents to Mortgagor only after such tenant or any of their successors in interest shall have received written notice from Mortgagee that the Event of Default is no

longer continuing, unless and until a further notice of an Event of Default is given by Mortgagee to such tenant or any of its successors in interest.

Section 5.2 **Perfection Upon Recordation .** Mortgagor acknowledges that upon recordation of this Mortgage Mortgagee shall have, to the extent permitted under applicable law, a valid and fully perfected, first priority, present assignment of the Rents arising out of the Leases and all security for such Leases. Mortgagor acknowledges and agrees that upon recordation of this Mortgage Mortgagee's interest in the Rents shall be deemed to be fully perfected, "choate" and enforced as to Mortgagor and all third parties following recovery of possession of the Mortgaged Property by Mortgagee. For purposes of this Section 5.2 , "possession" shall mean any one of the following to the extent permitted by applicable law: (a) actual possession of the Mortgaged Property or (b) taking affirmative actions to gain possession of the Mortgaged Property that would constitute constructive possession of the Mortgaged Property such as court authorization to collect Rents or appointment of a receiver. To the extent permitted by applicable law, Mortgagee shall have the right to collect Rents without taking possession of the Mortgaged Property.

Section 5.3 **Bankruptcy Provisions .** Without limitation of the absolute nature of the assignment of the Rents hereunder, Mortgagor and Mortgagee agree that (a) this Mortgage shall constitute a "security agreement" for purposes of Section 552(b) of Title 11 of the United States Code (the " ***Bankruptcy Code*** "), (b) the security interest created by this Mortgage extends to property of Mortgagor acquired before the commencement of a case in bankruptcy and to all amounts paid as Rents and (c) such security interest shall extend to all Rents acquired by the estate after the commencement of any case in bankruptcy.

Section 5.4 **No Merger of Estates .** So long as part of the Obligations secured hereby remain unpaid and undischarged, the fee and leasehold estates to the Mortgaged Property shall not merge, but shall remain separate and distinct, notwithstanding the union of such estates either in Mortgagor, Mortgagee, any tenant or any third party by purchase or otherwise.

ARTICLE 6
SECURITY AGREEMENT

Section 6.1 **Security Interest .** This Mortgage constitutes a "security agreement" on personal property within the meaning of the UCC and other applicable law and with respect to the Personalty, Fixtures, Leases, Rents, Tax Refunds, Proceeds, Insurance and Condemnation Awards. To this end, Mortgagor grants to Mortgagee a security interest in all of its right, title and interest in the Personalty, Fixtures, Leases, Rents, Tax Refunds, Proceeds, Insurance, Condemnation Awards and all other Mortgaged Property which is personal property to secure the payment of the Obligations, and agrees that Mortgagee shall have all the rights and remedies of a secured party under the UCC with respect to such property. Any notice of sale, disposition or other intended action by Mortgagee with respect to the Personalty, Fixtures, Leases, Rents, Tax Refunds, Proceeds, Insurance and Condemnation Awards sent to Mortgagor at least ten (10) days prior to any action under the UCC shall constitute reasonable notice to Mortgagor.

Section 6.2 **Financing Statements .** Mortgagor shall prepare and deliver to Mortgagee such financing statements, and shall execute and deliver to Mortgagee such other documents, instruments and further assurances, in each case in form and substance satisfactory to Mortgagee, as necessary or as Mortgagee may, from time to time, reasonably consider necessary to create, perfect and preserve Mortgagee's security interest hereunder. Mortgagor hereby irrevocably authorizes Mortgagee to cause financing statements (and amendments thereto and continuations thereof) and any such documents, instruments and assurances to be recorded and filed, at such times

and places as may be required or permitted by law to so create, perfect and preserve such security interest. Mortgagor represents and warrants to Mortgagee that Mortgagor's jurisdiction of organization is the State of Illinois. After the date of this Mortgage, Mortgagor shall not change its name, type of organization, organizational identification number (if any), jurisdiction of organization or location (within the meaning of the UCC) without giving at least thirty (30) days' prior written notice to Mortgagee.

Section 6.3 **Fixture Filing .** This Mortgage shall also constitute a "fixture filing" for the purposes of the UCC against all of the Mortgaged Property which is or is to become fixtures. The information provided in this Section 6.3 is provided so that this Mortgage shall comply with the requirements of the UCC for a mortgage instrument to be filed as a financing statement. Mortgagor is the "Debtor" and its name and mailing address are set forth in the preamble of this Mortgage immediately preceding Article 1 . Mortgagee is the "Secured Party" and its name and mailing address from which information concerning the security interest granted herein may be obtained are also set forth in the preamble of this Mortgage immediately preceding Article 1 . A statement describing the portion of the Mortgaged Property comprising the fixtures hereby secured is set forth in Section 1.1(b) of this Mortgage. Mortgagor represents and warrants to Mortgagee that Mortgagor is the record owner of the Mortgaged Property (subject to Permitted Liens and Permitted Encumbrances), the employer identification number of the Debtor (Mortgagor) is 75-2991836 and the organizational identification number of the Debtor (Mortgagor) is 61910417.

ARTICLE 7
MISCELLANEOUS

Section 7.1 **Notices .** Any notice required or permitted to be given under this Mortgage shall be given in accordance with the Collateral Agency Agreement.

Section 7.2 **Covenants Running with the Land .** All Obligations contained in this Mortgage are intended by Mortgagor and Mortgagee to be, and shall be construed as, covenants running with the Mortgaged Property. As used herein, "Mortgagor" shall refer to the party named in the first paragraph of this Mortgage and to any subsequent owner of all or any portion of the Mortgaged Property. All persons who may have or acquire an interest in the Mortgaged Property shall be deemed to have notice of, and be bound by, the terms of this Mortgage and the Collateral Agency Agreement; *provided, however,* that no such party shall be entitled to any rights thereunder without the prior written consent of Mortgagee.

Section 7.3 **Attorney-in-Fact .** Mortgagor hereby irrevocably appoints Mortgagee as its attorney-in-fact, which agency is coupled with an interest and with full power of substitution, with full authority in the place and stead of Mortgagor and in the name of Mortgagor or otherwise (a) to execute and/or record any notices of completion, cessation of labor or any other notices that Mortgagee deems appropriate to protect Mortgagee's interest, if Mortgagor shall fail to do so within ten (10) days after written request by Mortgagee, (b) upon the issuance of a deed pursuant to the foreclosure of this Mortgage or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment, conveyance or further assurance with respect to the Leases, Rents, Tax Refunds, Proceeds, Insurance and Condemnation Awards in favor of the grantee of any such deed and as may be necessary or desirable for such purpose, (c) to prepare and file or record financing statements and continuation statements, and to prepare, execute and file or record applications for registration and like papers necessary to create, perfect or preserve Mortgagee's security interests and rights in or to any of the Mortgaged Property, and (d) after the occurrence and during the continuance of any Event of Default, to perform any obligation of Mortgagor hereunder; *provided, however,* that (1) Mortgagee shall not under any circumstances be obligated to perform any obligation of Mortgagor; (2) any sums advanced by

Mortgagee in such performance shall be added to and included in the Obligations and shall bear interest at the highest rate at which interest is then computed on any portion of the Obligations; (3) Mortgagee as such attorney-in-fact shall only be accountable for such funds as are actually received by Mortgagee; and (4) Mortgagee shall not be liable to Mortgagor or any other person or entity for any failure to take any action which it is empowered to take under this Section 7.3 .

Section 7.4 **Successors and Assigns .** This Mortgage shall be binding upon and inure to the benefit of Mortgagee, the other Secured Parties and Mortgagor and their respective successors and assigns. Mortgagor shall not, without the prior written consent of Mortgagee, assign any rights, duties or obligations hereunder.

Section 7.5 **No Waiver .** Any failure by Mortgagee to insist upon strict performance of any of the terms, provisions or conditions of this Mortgage shall not be deemed to be a waiver of same, and Mortgagee shall have the right at any time to insist upon strict performance of all of such terms, provisions and conditions.

Section 7.6 **Collateral Agency Agreement .** If any conflict or inconsistency exists between this Mortgage and the Collateral Agency Agreement, the Collateral Agency Agreement shall govern.

Section 7.7 **Release or Reconveyance .** Upon payment in full of the Obligations or upon a sale or other disposition of the Mortgaged Property permitted by the Collateral Agency Agreement, Mortgagee, at Mortgagor's request and expense, shall release the liens and security interests created by this Mortgage or assign this Mortgage to a third party designated by Mortgagor.

Section 7.8 **Waiver of Stay, Moratorium and Similar Rights .** Mortgagor agrees, to the extent that it may lawfully do so, that it will not at any time insist upon or plead or in any way take advantage of any stay, marshalling of assets, extension, redemption or moratorium law now or hereafter in force and effect so as to prevent or hinder the enforcement of the provisions of this Mortgage or the Obligations secured hereby, or any agreement between Mortgagor and Mortgagee or any rights or remedies of Mortgagee or any other Secured Party.

Section 7.9 **Applicable Law .** The provisions of this Mortgage shall be governed by the laws of the State of Illinois.

Section 7.10 **Headings .** The Article, Section and Subsection titles hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such Articles, Sections or Subsections.

Section 7.11 **Severability .** If any provision of this Mortgage shall be held by any court of competent jurisdiction to be unlawful, void or unenforceable for any reason, such provision shall be deemed severable from and shall in no way effect the enforceability and validity of the remaining provisions of this Mortgage.

Section 7.12 **Entire Agreement .** This Mortgage and the Collateral Agency Agreement embody the entire agreement and understanding between Mortgagor and Mortgagee relating to the subject matter hereof and thereof and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Collateral Agency Agreement and this Mortgage may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Section 7.13 Mortgagee as Agent; Successor Agents .

(a) Agent has been appointed to act as Mortgagee hereunder by the other Secured Parties. Agent shall have the right hereunder to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including, without limitation, the release or substitution of the Mortgaged Property) in accordance with the terms of the Collateral Agency Agreement and this Mortgage. Mortgagor and all other persons shall be entitled to rely on releases, waivers, consents, approvals, notifications and other acts of Agent, without inquiry into the existence of required consents or approvals of the Secured Parties therefor.

(b) Mortgagee shall at all times be the same person that is Agent under the Collateral Agency Agreement. Written notice of resignation by Agent pursuant to the Collateral Agency Agreement shall also constitute notice of resignation as Agent under this Mortgage. Removal of Agent pursuant to any provision of the Collateral Agency Agreement shall also constitute removal as Agent under this Mortgage. Appointment of a successor Agent pursuant to the Collateral Agency Agreement shall also constitute appointment of a successor Agent under this Mortgage. Upon the acceptance of any appointment as Agent by a successor Agent under the Collateral Agency Agreement, that successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Agent as the Mortgagee under this Mortgage, and the retiring or removed Agent shall promptly (i) assign and transfer to such successor Agent all of its right, title and interest in and to this Mortgage and the Mortgaged Property, and (ii) execute and deliver to such successor Agent such assignments and amendments and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Agent of the liens and security interests created hereunder, whereupon such retiring or removed Agent shall be discharged from its duties and obligations under this Mortgage. After any retiring or removed Agent's resignation or removal hereunder as Agent, the provisions of this Mortgage and the Collateral Agency Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it under this Mortgage while it was Agent hereunder.

Section 7.14 Releases . At the request of Mortgagor in writing, Agent shall release from this Mortgage portions of the Mortgaged Property as permitted by the Collateral Agency Agreement in each such instance.

Section 7.15 Waiver of Trial by Jury . To the fullest extent permitted by applicable law, Mortgagor and Mortgagee each hereby irrevocably and unconditionally waive trial by jury in any action, claim, suit or proceeding relating to this Mortgage and for any counterclaim brought therein.

ARTICLE 8
LOCAL LAW PROVISIONS

Section 8.1 Inconsistencies . In the event of any inconsistencies between the terms and conditions of this Article 8 and the other provisions of this Mortgage, the terms and conditions of this Article 8 shall control and be binding.

Section 8.2 Maximum Principal Sum . The Obligations are to be secured by other mortgages and deeds of trust on other real estate in other counties and other states. Each and all of such mortgages and deeds of trust are intended to and shall constitute security for the entire Obligations represented by the Obligations without allocation. Notwithstanding anything herein to the contrary, it is agreed that the maximum amount of Obligations secured by this Mortgage, including all advancements, at any one time shall not exceed $500,000,000.

Section 8.3 **In Rem Proceedings .** Supplementing Section 4.1 hereof, mortgage foreclosures and other *In Rem* proceedings against Mortgagor may be brought in Peoria County, Illinois or any federal court of competent jurisdiction in Illinois.

Section 8.4 **Future Advances; Revolving Credit .** The Secured Parties are obligated under the terms of the Credit Agreement or the Additional Debt Documents to make advances as provided therein, and Mortgagor acknowledges and intends that all such advances, including future advances whenever hereafter made, shall be a lien from the time this Mortgage is recorded, as provided in Section 15-1302(b)(1) of the Act (as hereinafter defined). That portion of the Obligations which comprises the principal amount then outstanding of the loans under the Credit Agreement constitutes revolving credit indebtedness secured by a mortgage on real property, pursuant to the terms and conditions of 205 ILCS 5/5d. Mortgagor covenants and agrees that this Mortgage shall secure the payment of all loans and advances made pursuant to the terms and provisions of the Credit Agreement and the Additional Debt Documents, whether such loans and advances are made as of the date hereof or at any time in the future, and whether such future advances are obligatory or are to be made at the option of Mortgagee or otherwise (but not advances or loans made more than 20 years after the date hereof), to the same extent as if such future advances were made on the date of the execution of this Mortgage and although there may be no advances made at the time of the execution of this Mortgage and although there may be no other indebtedness outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all Obligations, including future advances, from the time of its filing of record in the office of the Recorder of Deeds of the County in which the Mortgaged Property is located. The total amount of the Obligations may increase or decrease from time to time, but the total unpaid principal balance of the Obligations (including disbursements which Mortgagee may make under this Mortgage or any other document or instrument evidencing or securing the Obligations) at any time outstanding shall not exceed the amount referred to in Section 8.2 of this Mortgage. This Mortgage shall be valid and shall have priority over all subsequent liens and encumbrances, including statutory liens except taxes and assessments levied on the Mortgaged Property, to the extent of the maximum amount secured hereby.

Section 8.5 **Illinois Mortgage Foreclosure Law .** It is the intention of Mortgagor and Mortgagee that the enforcement of the terms and provisions of this Mortgage shall be accomplished in accordance with the Illinois Mortgage Foreclosure Law (the "***Act***"), 735 ILCS 15-1101, et seq ., and with respect to such Act Mortgagor agrees and covenants that:

(a) Mortgagor and Mortgagee shall have the benefit of all of the provisions of the Act, including all amendments thereto which may become effective from time to time after the date hereof. In the event any provision of the Act which is specifically referred to herein may be repealed, Mortgagee shall have the benefit of such provision as most recently existing prior to such repeal, as though the same were incorporated herein by express reference;

(b) Wherever provision is made in this Mortgage for insurance policies to bear mortgage clauses or other loss payable clauses or endorsements in favor of Mortgagee, or to confer authority upon Mortgagee to settle or participate in the settlement of losses under policies of insurance or to hold and disburse or otherwise control use of insurance proceeds, from and after the entry of judgment of foreclosure, all such rights and powers of Mortgagee shall continue in Mortgagee as judgment creditor or mortgagee until confirmation of sale;

(c) All advances, disbursements and expenditures made or incurred by Mortgagee before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by this Mortgage or the Collateral Agency

Agreement or by the Act (collectively " ***Protective Advances*** "), shall have the benefit of all applicable provisions of the Act.

All Protective Advances shall be so much additional indebtedness secured by this Mortgage, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the rate of interest payable under the terms of the Collateral Agency Agreement.

This Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to Subsection (b)(5) of Section 15-1302 of the Act.

(d) In addition to any provision of this Mortgage authorizing the Mortgagee to take or be placed in possession of the Mortgaged Property, or for the appointment of a receiver, Mortgagee shall have the right, in accordance with Sections 15-1701 and 15-1702 of the Act, to be placed in possession of the Mortgaged Property or at its request to have a receiver appointed, and such receiver, or Mortgagee, if and when placed in possession, shall have, in addition to any other powers provided in this Mortgage, all rights, powers, immunities, and duties as provided for in Sections 15-1701 and 15-1703 of the Act; and

(e) Mortgagor acknowledges that the Mortgaged Property does not constitute agricultural real estate, as said term is defined in Section 15-1201 of the Act or residential real estate as defined in Section 15-1219 of the Act. Pursuant to Section 15-1601(b) of the Act, Mortgagor hereby waives any and all right of redemption.

Section 8.6 **Variable Rate; Additional Interest .** This Mortgage secures the full and timely payment of the Obligations, including, among other things, the obligation to pay interest on the unpaid principal balance at a variable rate of interest as provided in the Credit Agreement and the Additional Debt Documents.

Section 8.7 **Incorporation by Reference .** In connection with its appointment and acting hereunder, Mortgagee is entitled to all rights, privileges, protections, immunities, benefits and indemnities provided to it under the Collateral Agency Agreement.

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF , Mortgagor has on the date set forth in the acknowledgement hereto, effective as of the date first above written, caused this instrument to be duly EXECUTED AND DELIVERED by authority duly given.

MORTGAGOR:

AMERENENERGY RESOURCES GENERATING COMPANY ,
an Illinois corporation

By: /s/ Jerre E. Birdsong
Name: Jerre E. Birdsong
Title: Vice President and Treasurer

STATE OF MISSOURI)
) ss.:
COUNTY OF ST. LOUIS)

I, Carla J. Flynn, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Jerre E. Birdsong, personally known to me to be the Vice President and Treasurer of AMERENENERGY RESOURCES GENERATING COMPANY, an Illinois corporation, whose name is subscribed to the within instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Treasurer he signed and delivered the said instrument as Vice Present and Treasurer of said corporation as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 14th day of July, A.D. 2006.

_/s/_ Carla J. Flynn _____
Notary Public

My Commission Expires: 4-20-2010

EXHIBIT A

LEGAL DESCRIPTION

The permanent tax index numbers for the Land are 20-14-200-001; 20-14-200-002; and 20-14-200-003.

Legal Description of premises located in Peoria County, Illinois:

[See Attached Page(s) For Legal Description]

EXHIBIT B

PERMITTED ENCUMBRANCES

Those exceptions set forth in Schedule B of that certain policy of title insurance issued to Mortgagee by Chicago Title Insurance Company on or about the date hereof pursuant to policy number 450154825 dated July 14, 2006.

This space reserved for Recorder's use only.

OPEN-ENDED MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (ILLINOIS)

by and from

AMERENENERGY RESOURCES GENERATING COMPANY, *"Mortgagor "*

to

THE BANK OF NEW YORK TRUST COMPANY, N.A., in its capacity as A gent , *" Agent "*

Dated as of July 14, 2006

Location:	**17751 N. Cilco Road**
Municipality:	**Canton**
County:	**Fulton**
State:	**Illinois**
P.I.N. Nos.:	**See Attached Exhibit A**

THE SECURED PARTY (MORTGAGEE) DESIRES THIS FIXTURE FILING TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE DESCRIBED HEREIN.

PREPARED BY, RECORDING REQUESTED BY, AND WHEN RECORDED MAIL TO:

AMERENENERGY RESOURCES GENERATING COMPANY
1901 Chouteau Avenue
St. Louis, Missouri 63103
Attention: Craig W. Stensland

OPEN-ENDED MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING

THIS OPEN-ENDED MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (ILLINOIS) (this ***"Mortgage"***) is dated as of July 14, 2006, by and from AMERENENERGY RESOURCES GENERATING COMPANY, an Illinois corporation (***"Mortgagor"***), whose address is 1901 Chouteau Avenue, St. Louis, Missouri 63103, to THE BANK OF NEW YORK TRUST COMPANY, N.A., as collateral agent (in such capacity, ***"Agent"***) for the Secured Parties as defined in the Collateral Agency Agreement (as defined below), having an address at 911 Washington Avenue , Suite 300, St. Louis, Missouri 63101 (Agent, together with its successors and assigns, ***"Mortgagee"***).

WITNESSETH :

WHEREAS, Mortgagor, Agent and other Secured Parties have entered into that certain Collateral Agency Agreement dated as of July 14, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the " ***Collateral Agency Agreement*** ");

WHEREAS, as a condition to the extension of those certain loans, credit facilities, letters of credit and other financial accommodations to Mortgagor, the Secured Parties require, among other things, that Mortgagor enter into this Mortgage and grant to Mortgagee the liens and security interests referred to herein to secure the payment and performance of the Obligations (as defined in the Collateral Agency Agreement) of Mortgagor, including but not limited to the payment of the principal amount, together with interest thereon, of all present and future advances of money (including the reborrowing of principal previously repaid) made by the Mortgagee and the Secured Parties to the Mortgagor; and

WHEREAS, pursuant to the requirement set out above, Mortgagor wishes to mortgage and assign to Mortgagee its interest in the Mortgaged Property (as defined below) as security for the performance of the Obligations of Mortgagor.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated into the operative provisions of this Mortgage by this reference, and for other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, Mortgagor hereby represents and warrants to and covenants and agrees with Mortgagee as follows:

ARTICLE 1
DEFINITIONS

Section 1.1 **Definitions .** All capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Collateral Agency Agreement. As used herein, the following terms shall have the following meanings:

(a) " ***Event of Default*** " : (1) The occurrence of an Event of Default under and as defined in the Collateral Agency Agreement; or (2) the default by Mortgagor in the observance or performance of any covenant, condition or agreement expressly set forth in this Mortgage and the continuance of such default unremedied for a period of thirty (30) days after written notice thereof shall have been given to Mortgagor by Mortgagee.

(b) ***"Excluded Property"*** : Any and all property described in clauses 5 and 7 of the definition of "Mortgaged Property" which is not assignable without the prior consent, approval or other

action by a third party, is otherwise subject to a restriction or prohibition on assignment or is subject to termination upon assignment.

(c) " ***Mortgaged Property*** " : All of Mortgagor's right, title and interest in and to (1) the fee interest in the real property described in Exhibit A attached hereto and incorporated herein by this reference, together with any greater estate therein as hereafter may be acquired by Mortgagor (the " ***Land*** "), (2) all improvements now owned or hereafter acquired by Mortgagor, now or at any time situated, placed or constructed upon the Land (the " ***Improvements*** " ; the Land and Improvements are collectively referred to as the " ***Premises*** "), (3) all fixtures of every kind and type, including without limitation, materials, supplies, equipment, apparatus and other similar items now owned or hereafter acquired by Mortgagor and attached to or installed on any of the Improvements or the Land, and water, gas, electrical, telephone, storm and sanitary sewer facilities and all other utilities whether or not situated in easements (the " ***Fixtures*** "), (4) all equipment (as defined in the UCC) constituting items of personal property and used in connection with the Mortgagor's operations at the Premises (the " ***Personalty*** "), (5) all leases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant to any person a possessory interest in, or the right to use, all or any part of the Mortgaged Property, together with all related security and other deposits, excluding, however, any thereof constituting Excluded Property (the " ***Leases*** "), (6) all of the rents, revenues, royalties, income, proceeds, profits and other benefits paid or payable by parties to the Leases for using, leasing, licensing possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property (the " ***Rents*** "), (7) all air rights, mineral rights, water rights, oil and gas rights, development rights, if any, together with all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing, excluding, however, any thereof constituting Excluded Property, (8) all property tax refunds payable with respect to the Mortgaged Property (the " ***Tax Refunds*** "), (9) all accessions, replacements, additions, renewals and substitutions for any of the foregoing and all proceeds thereof (the " ***Proceeds*** "), (10) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Mortgagor (the " ***Insurance*** "), (11) all awards, damages, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to any condemnation or other taking (or any purchase in lieu thereof) of all or any portion of the Land, Improvements, Fixtures or Personalty (the " ***Condemnation Awards*** "), and (12) to the extent assignable, all consents, licenses, building permits, certificates of occupancy and other governmental approvals relating to the Premises and Improvements, all construction, engineering, consulting, architectural and other similar contracts concerning the design and construction of the Premises and Improvements, all drawings, plans, specifications, and similar or related items relating to the Premises and Improvements, and all payment and performance bonds or warranties or guarantees relating to the foregoing (the " ***Permits, Plans and Warranties*** "). As used in this Mortgage, the term "Mortgaged Property" shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

(d) ***"Permitted Liens"*** : The following Liens, if any, (1) Liens securing the Obligations of Mortgagor hereunder and in the Collateral Agency Agreement; (2) Liens for taxes, assessments or governmental charges or levies on the Premises if the same shall not at the time be delinquent or thereafter can be paid without penalty, or are being contested in good faith and by appropriate proceedings and for which adequate reserves in accordance with generally accepted accounting principles shall have been set aside on its books; (3) Liens imposed by law, such as landlords', wage earners', carriers', warehousemen's and mechanics liens and other similar liens arising in the ordinary course of business which secure payment of obligations not more than sixty (60) days past due or which are being contested in good faith by appropriate proceedings and for which adequate reserves in accordance with generally accepted accounting principles shall have been set aside on its books; (4) easements, reservations, rights-of-way, restrictions, survey exceptions and other similar encumbrances as to real property which customarily exist on properties of corporations engaged in similar activities and

similarly situated and which do not materially interfere with the conduct of the business of Mortgagor conducted at the Premises; (5) Liens arising out of judgments or awards not exceeding $25,000,000 in aggregate for Mortgagor and its subsidiaries with respect to which appeals are being diligently pursued in good faith by appropriate proceedings, and, pending the determination of such appeals, such judgments or awards having been effectively stayed; (6) Liens approved by Mortgagee in writing; (7) any zoning or similar law or right reserved to or vested in any governmental office or agency to control or regulate the use of any property; (8) Liens securing obligations (other than obligations representing indebtedness for borrowed money) under operating reciprocal easements or similar arrangements entered into in the ordinary course of business; (9) undetermined Liens and charges incidental to construction; (10) Liens on any assets securing indebtedness (including capital leases) incurred or assumed for the purpose of financing or refinancing all or any part of the cost of acquiring or constructing such asset, provided that such Lien attaches to such asset concurrently with or within eighteen (18) months after the acquisition or completion of construction thereof; (11) Liens existing on any assets of any Person at the time such Person is merged or consolidated with or into the Mortgagor and not created in contemplation of such event; (12) Liens existing on any assets prior to the acquisition thereof and not created in contemplation thereof, provided that such Liens do not encumber any other property or assets; and (13) Liens arising out of the refinancing, extension, renewal or refunding of any indebtedness secured by any Lien permitted by any of the above clauses, provided that such indebtedness is not secured by any additional assets and the amount of indebtedness secured by any such Lien is not increased.

ARTICLE 2
GRANT

Section 2.1 **Grant .** To secure the full and timely payment of the Obligations, Mortgagor MORTGAGES, GRANTS, BARGAINS, ASSIGNS, SELLS, CONVEYS and CONFIRMS, to Mortgagee the Mortgaged Property, subject, however, only to the matters that are set forth on Exhibit B attached hereto (the " ***Permitted Encumbrances*** ") and to Permitted Liens, TO HAVE AND TO HOLD the Mortgaged Property to Mortgagee, and Mortgagor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the title to the Mortgaged Property unto Mortgagee.

ARTICLE 3
WARRANTIES, REPRESENTATIONS AND COVENANTS

Mortgagor warrants, represents and covenants to Mortgagee as follows:

Section 3.1 **Title to Mortgaged Property and Lien of this Instrument .** Mortgagor has fee simple title to the Premises and good and marketable title to the other Mortgaged Property, in each case free and clear of any liens, claims or interests, except the Permitted Encumbrances and the Permitted Liens. Subject to the terms hereof, this Mortgage creates valid, enforceable first priority liens and security interests against the Mortgaged Property.

Section 3.2 **Lien Status .** Mortgagor shall preserve and protect the lien and security interest status of this Mortgage. If any lien or security interest other than a Permitted Encumbrance or a Permitted Lien is asserted against the Mortgaged Property, Mortgagor shall promptly, and at its expense, (a) give Mortgagee a detailed written notice of such lien or security interest (including origin, amount and other terms), and (b) pay the underlying claim in full or take such other action so as to cause it to be released or contest the same in compliance with the requirements of the Collateral Agency Agreement.

Section 3.3 **Inspection .** Mortgagor shall permit Mortgagee and its respective agents, representatives and employees, upon reasonable prior notice to Mortgagor, to inspect the

Mortgaged Property, as Mortgagee may reasonably require, provided that such inspections and studies shall not materially interfere with the use and operation of the Mortgaged Property.

Section 3.4 Insurance; Insurance Proceeds and Condemnation Awards .

(a) Insurance . Mortgagor shall maintain or cause to be maintained, with financially sound and reputable insurers, insurance with respect to the Mortgaged Property against loss or damage of the kinds, and subject to such deductibles and self-insurance, customarily carried or maintained under similar circumstances by corporations of established reputation engaged in similar businesses. Each such policy of insurance shall name Mortgagee as the loss payee (or, in the case of liability insurance, an additional insured) thereunder for the ratable benefit of the Secured Parties, and shall provide for at least thirty (30) days' prior written notice of any material modification or cancellation of such policy. In addition to the foregoing, if any portion of the Mortgaged Property is located in an area identified by the Federal Emergency Management Agency as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968 (or any amendment or successor act thereto), then Mortgagor shall maintain, or cause to be maintained, with a financially sound and reputable insurer, flood insurance in an amount sufficient to comply with all applicable rules and regulations promulgated pursuant to such Act.

(b) Insurance Proceeds . Mortgagor assigns to Mortgagee all proceeds of any insurance policies insuring against loss or damage to the Mortgaged Property. Mortgagor shall give Mortgagee prompt notice of any loss covered by insurance. Mortgagee shall have the exclusive right to adjust any losses claimed under any such insurance policies in excess of $10,000,000 (or any amount after the occurrence and during the continuation of an Event of Default) (a " ***Material Award*** ") in a manner reasonably acceptable to Mortgagor. Any Material Award received as payment for any loss under any insurance policy mentioned above (other than liability insurance policies) shall be paid over to Mortgagee to be held in trust for the benefit of Mortgagor and shall be released to Mortgagor on a percentage completion basis for the repair, replacement or restoration of the Mortgaged Property, all in accordance with customary construction escrow procedures. Any amount received from such insurance policies that is not a Material Award shall be paid to and may be retained by Mortgagor. Any excess Material Award remaining after such repair, replacement or restoration shall be released to the Mortgagor, provided that if an Event of Default shall have occurred and be continuing, such excess shall be applied as a prepayment of the Obligations. Any such repair, replacement or restoration shall be effected with reasonable promptness.

(c) Condemnation Awards . Mortgagor assigns all Condemnation Awards to Mortgagee and authorizes Mortgagee to collect and receive such Condemnation Awards and to give proper receipts and acquittances therefor. Any amount received as an award for eminent domain that is not a Material Award shall be paid to and may be retained by Mortgagor. Any such amount that is a Material Award shall be held in trust for the benefit of Mortgagor and shall be released to Mortgagor on a percentage completion basis for the repair, replacement or restoration of the Mortgaged Property, all in accordance with customary construction escrow procedures. Any excess Material Award remaining after such repair, replacement or restoration shall be released to the Mortgagor, provided that if an Event of Default shall have occurred and be continuing, such excess shall be applied as a prepayment of the Obligations.

Section 3.5 Use Violations . Except as may be expressly permitted by the terms of the Collateral Agency Agreement or this Mortgage, Mortgagor shall not use, maintain, operate or occupy, or allow the use, maintenance, operation or occupancy of the Mortgaged Property in any manner which violates in any material respect any applicable laws, or will invalidate any insurance coverage required to be carried hereunder. Mortgagor shall not commit or permit any waste of the

Mortgaged Property or any part thereof. Mortgagor shall not abandon the Mortgaged Property or leave the Mortgaged Property unprotected, unguarded, vacant or deserted, and shall not allow any of the Mortgaged Property to be misused, abused or wasted, or to deteriorate (ordinary wear and tear excepted).

Section 3.6 **Maintenance, Repair and Restoration** . Mortgagor shall keep the Mortgaged Property in good condition, order, repair and operating condition (ordinary wear and tear excepted) appropriate for comparable properties of similar construction, causing all necessary repairs, alterations, renewals, replacements, additions, betterments and improvements to be made promptly thereto. Subject to the terms hereof and of the Collateral Agency Agreement, Mortgagor shall promptly repair, restore or rebuild (or cause the same to be done) any of the Mortgaged Property which may become damaged or be destroyed from any cause whatsoever and pay when due all claims for labor performed and materials furnished therefore; provided, however, Mortgagor shall not be required to repair, restore, or rebuild any of the Mortgaged Property not then used or useful in connection with the operations of Mortgagor conducted on the Mortgaged Property (" ***Obsolete Property*** "). To the extent any damage to Obsolete Property was caused by a casualty or condemnation, any award received in connection therewith that is not a Material Award may be retained by Mortgagor and any award that is a Material Award shall be applied as a prepayment of the indebtedness.

Section 3.7 **Permitted Exceptions; Compliance** . With respect to the Permitted Encumbrances and the Permitted Liens, Mortgagor shall (a) timely observe and perform all covenants and obligations contained therein and (b) not take any action or fail to take any action if the taking of such action or the failure to take such action would cause a default thereunder (beyond applicable notice and cure periods as set forth therein).

Section 3.8 **Taxes** . Mortgagor shall pay all ad valorem real estate taxes levied against the Mortgaged Property except to the extent Mortgagor is contesting such taxes in good faith, by appropriate proceedings, and with respect to which adequate reserves have been recorded in accordance with generally accepted accounting principles.

ARTICLE 4
DEFAULT AND FORECLOSURE

Section 4.1 **Remedies .** Upon the occurrence and during the continuance of an Event of Default, to the extent permitted by applicable law and the Collateral Agency Agreement, Mortgagee may, at Mortgagee's election, (without additional notice or demand except as required by law) exercise any or all of the following rights, remedies and recourses:

(a) Entry on Mortgaged Property . Enter the Mortgaged Property and take exclusive possession thereof and of all books, records and accounts relating thereto or located thereon. If Mortgagor remains in possession of the Mortgaged Property following the occurrence and during the continuance of an Event of Default and without Mortgagee's prior written consent, Mortgagee may invoke any legal remedies to dispossess Mortgagor.

(b) Operation of Mortgaged Property . Hold, lease, develop, manage, operate or otherwise use the Mortgaged Property upon such terms and conditions as Mortgagee may deem reasonable under the circumstances (making such repairs, alterations, additions and improvements and taking other actions, from time to time, as Mortgagee deems necessary or desirable), and apply all Rents and other amounts collected by Mortgagee in connection therewith in accordance with the provisions of Section 4.7 .

(c) Foreclosure and Sale . Institute proceedings for the complete foreclosure of this Mortgage by judicial action, in which case the Mortgaged Property may be sold for cash or credit in one or more parcels. With respect to any notices required or permitted under the UCC, Mortgagor agrees that ten (10) days' prior written notice shall be deemed commercially reasonable. At any such sale by virtue of any judicial proceedings or any other legal right, remedy or recourse, the title to and right of possession of any such property shall pass to the purchaser thereof, and to the fullest extent permitted by law, Mortgagor shall be completely and irrevocably divested of all of its right, title, interest, claim, equity, equity of redemption, and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Mortgagor, and against all other persons claiming or to claim the property sold or any part thereof, by, through or under Mortgagor. Mortgagee or any of the other Secured Parties may be a purchaser at such sale. If Mortgagee or such other Secured Party is the highest bidder, Mortgagee or such other Secured Party may credit the portion of the purchase price that would be distributed to Mortgagee or such other Secured Party against the Obligations in lieu of paying cash. In the event this Mortgage is foreclosed by judicial action, appraisement of the Mortgaged Property is waived.

(d) Receiver . Make application to a court of competent jurisdiction for, and obtain from such court as a matter of strict right and without notice to Mortgagor or regard to the adequacy of the Mortgaged Property for the repayment of the Obligations, the appointment of a receiver of the Mortgaged Property, and Mortgagor irrevocably consents to such appointment. Any such receiver shall have all the usual powers and duties of receivers in similar cases, including the full power to rent, maintain and otherwise operate the Mortgaged Property upon such terms as may be approved by the court, and shall apply such Rents in accordance with the provisions of Section 4.7 .

(e) Other . Exercise all other rights, remedies and recourses granted by this Mortgage and the Collateral Agency Agreement or otherwise available at law or in equity.

Section 4.2 Separate Sales . To the extent permitted by applicable law, the Mortgaged Property may be sold in one or more parcels and in such manner and order as Mortgagee in its sole discretion may elect. The right of sale arising out of any Event of Default shall not be exhausted by any one or more sales.

Section 4.3 Remedies Cumulative, Concurrent and Nonexclusive . Mortgagee shall have all rights, remedies and recourses granted hereunder and in the Collateral Agency Agreement and available at law or equity (including the UCC), which rights (a) shall be cumulated and concurrent, (b) may be pursued separately, successively or concurrently against Mortgagor, or against the Mortgaged Property, or against any one or more of them, at the sole discretion of Mortgagee, (c) may be exercised as often as occasion therefor shall arise, and the exercise or failure to exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. No action by Mortgagee in the enforcement of any rights, remedies or recourses hereunder, under the Collateral Agency Agreement or otherwise at law or equity shall be deemed to cure any Event of Default.

Section 4.4 Release of and Resort to Collateral . Mortgagee may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, any part of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interest created in or evidenced hereby or its status as a first and prior lien and security interest in and to the Mortgaged Property. For payment of the Obligations, Mortgagee may resort to any other security in such order and manner as Mortgagee may elect.

Section 4.5 **Waiver of Redemption, Notice and Marshalling of Assets .** To the extent permitted by applicable law, Mortgagor hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Mortgagor by virtue of any present or future statute of limitations or law or judicial decision exempting the Mortgaged Property from attachment, levy or sale on execution or providing for any stay of execution, exemption from civil process, redemption or extension of time for payment, (b) all notices of any Event of Default or of any election by Mortgagee to exercise or the actual exercise of any right, remedy or recourse provided for hereunder and (c) any right to a marshalling of assets or a sale in inverse order of alienation.

Section 4.6 **Discontinuance of Proceedings .** If Mortgagee shall have proceeded to invoke any right, remedy or recourse permitted hereunder and shall thereafter elect to discontinue or abandon it for any reason, Mortgagee, shall have the unqualified right to do so and, in such an event, Mortgagor and Mortgagee shall be restored to their former positions with respect to the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Mortgagee shall continue as if the right, remedy or recourse had never been invoked, but no such discontinuance or abandonment shall waive any Event of Default which may then exist or the right of Mortgagee thereafter to exercise any right, remedy or recourse hereunder or under the Collateral Agency Agreement for such Event of Default.

Section 4.7 **Application of Proceeds .** The proceeds of any sale of the Mortgaged Property shall be applied by Mortgagee (or the receiver, if one is appointed) in accordance with the terms of the Collateral Agency Agreement.

Section 4.8 **Occupancy After Foreclosure .** Any sale of the Mortgaged Property or any part thereof in accordance with Section 4.1(c) will divest all right, title and interest of Mortgagor in and to the property sold. Subject to applicable law, any purchaser at a foreclosure sale will receive immediate possession of the property purchased. If Mortgagor retains possession of such property or any part thereof subsequent to such sale, Mortgagor will be considered a tenant at sufferance of the purchaser, and will, if Mortgagor remains in possession after demand to remove, be subject to eviction and removal, forcible or otherwise, with or without process of law.

Section 4.9 **Additional Advances and Disbursements; Costs of Enforcement .**

(a) Upon the occurrence and during the continuance of any Event of Default, Mortgagee shall have the right, but not under any circumstances the obligation, to cure such Event of Default in the name and on behalf of Mortgagor. All sums advanced and expenses incurred at any time by Mortgagee under this Section 4.9 , or otherwise under this Mortgage, the Collateral Agency Agreement or applicable law, shall bear interest from the date that such sum is advanced or expense incurred, to and including the date of reimbursement, computed at the highest rate at which interest is then computed on any portion of the Obligations, and all such sums, together with interest thereon, shall be secured by this Mortgage. Mortgagee is hereby empowered to enter and to authorize others to enter upon the Premises or the Improvements or any part thereof for the purpose of curing such Event of Default without having any obligation to so cure and without thereby becoming liable to Mortgagor, to any person in possession holding under Mortgagor or to any other person.

(b) Mortgagor shall pay all expenses (including reasonable attorneys' fees and expenses) of or incidental to the perfection and enforcement of this Mortgage, or the enforcement, compromise or settlement of the Obligations or any claim under this Mortgage, and for the curing thereof, or for defending or asserting the rights and claims of Mortgagee in respect thereof, by litigation or otherwise.

Section 4.10 **No Mortgagee in Possession .** Neither the enforcement of any of the remedies under this Article 4 , the assignment of the Rents and Leases under Article 5 , the security interests under Article 6 , nor any other remedies afforded to Mortgagee, at law or in equity shall cause Mortgagee or any other Secured Party to be deemed or construed to be a mortgagee in possession of the Mortgaged Property until the taking of actual possession by Mortgagee, to obligate Mortgagee or any other Secured Party to lease the Mortgaged Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

Section 4.11 **Limitation by Law .** All rights, remedies and powers provided in this Mortgage may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Mortgage are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they shall not render this Mortgage invalid, unenforceable, in whole or in part, or not entitled to be recorded, registered or filed under the provisions of any applicable law.

Section 4.12 **Filing Proofs of Claim .** Filing Proofs of Claim. In case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting Mortgagor, Mortgagee shall, to the extent permitted by law, be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Mortgagee allowed in such proceedings for the Obligations secured by this Mortgage at the date of the institution of such proceedings and for any interest accrued, late charges and additional interest or other amounts due or that may become due and payable hereunder after such date.

ARTICLE 5
ASSIGNMENT OF RENTS AND LEASES

Section 5.1 **Assignment .** In furtherance of and in addition to the assignment made by Mortgagor in Section 2.1 of this Mortgage, Mortgagor hereby absolutely and unconditionally assigns, sells, transfers and conveys to Mortgagee all of its right, title and interest in and to all Leases, whether now existing or hereafter entered into, and all of its right, title and interest in and to all Rents. This assignment is an absolute assignment and not an assignment for additional security only. So long as no Event of Default shall have occurred and be continuing, Mortgagor shall have a revocable license from Mortgagee to exercise all rights extended to the landlord under the Leases, including the right to receive and collect all Rents and to hold the Rents in trust for use in the payment and performance of the Obligations and to otherwise use the same. The foregoing license is granted subject to the conditional limitation that no Event of Default shall have occurred and be continuing. Upon the occurrence and during the continuance of an Event of Default, whether or not legal proceedings have commenced, and without regard to waste, adequacy of security for the Obligations or solvency of Mortgagor, the license herein granted shall automatically expire and terminate, without notice to Mortgagor by Mortgagee (any such notice being hereby expressly waived by Mortgagor to the extent permitted by applicable law). Mortgagor hereby irrevocably authorizes and directs each tenant, if any, and each successor, if any, to the interest of any tenant under any Lease, respectively, to rely upon any notice of a claimed Event of Default sent by Mortgagee to any such tenant or any of such tenant's successors in interest, and thereafter to pay Rents to Mortgagee without any obligation or right to inquire as to whether an Event of Default actually exists and even if some notice to the contrary is received from the Mortgagor, who shall have no right or claim against any such tenant or successor in interest for any such Rents so paid to Mortgagee. Each tenant or any of such tenant's successors in interest from whom Mortgagee or any officer, agent, attorney or employee of Mortgagee shall have collected any Rents, shall be authorized to pay Rents to Mortgagor only after such tenant or any of their successors in interest shall have received written notice from Mortgagee that the Event of Default is no

longer continuing, unless and until a further notice of an Event of Default is given by Mortgagee to such tenant or any of its successors in interest.

Section 5.2 **Perfection Upon Recordation .** Mortgagor acknowledges that upon recordation of this Mortgage Mortgagee shall have, to the extent permitted under applicable law, a valid and fully perfected, first priority, present assignment of the Rents arising out of the Leases and all security for such Leases. Mortgagor acknowledges and agrees that upon recordation of this Mortgage Mortgagee's interest in the Rents shall be deemed to be fully perfected, "choate" and enforced as to Mortgagor and all third parties following recovery of possession of the Mortgaged Property by Mortgagee. For purposes of this Section 5.2 , "possession" shall mean any one of the following to the extent permitted by applicable law: (a) actual possession of the Mortgaged Property or (b) taking affirmative actions to gain possession of the Mortgaged Property that would constitute constructive possession of the Mortgaged Property such as court authorization to collect Rents or appointment of a receiver. To the extent permitted by applicable law, Mortgagee shall have the right to collect Rents without taking possession of the Mortgaged Property.

Section 5.3 **Bankruptcy Provisions .** Without limitation of the absolute nature of the assignment of the Rents hereunder, Mortgagor and Mortgagee agree that (a) this Mortgage shall constitute a "security agreement" for purposes of Section 552(b) of Title 11 of the United States Code (the " ***Bankruptcy Code*** "), (b) the security interest created by this Mortgage extends to property of Mortgagor acquired before the commencement of a case in bankruptcy and to all amounts paid as Rents and (c) such security interest shall extend to all Rents acquired by the estate after the commencement of any case in bankruptcy.

Section 5.4 **No Merger of Estates .** So long as part of the Obligations secured hereby remain unpaid and undischarged, the fee and leasehold estates to the Mortgaged Property shall not merge, but shall remain separate and distinct, notwithstanding the union of such estates either in Mortgagor, Mortgagee, any tenant or any third party by purchase or otherwise.

ARTICLE 6
SECURITY AGREEMENT

Section 6.1 **Security Interest .** This Mortgage constitutes a "security agreement" on personal property within the meaning of the UCC and other applicable law and with respect to the Personalty, Fixtures, Leases, Rents, Tax Refunds, Proceeds, Insurance and Condemnation Awards. To this end, Mortgagor grants to Mortgagee a security interest in all of its right, title and interest in the Personalty, Fixtures, Leases, Rents, Tax Refunds, Proceeds, Insurance, Condemnation Awards and all other Mortgaged Property which is personal property to secure the payment of the Obligations, and agrees that Mortgagee shall have all the rights and remedies of a secured party under the UCC with respect to such property. Any notice of sale, disposition or other intended action by Mortgagee with respect to the Personalty, Fixtures, Leases, Rents, Tax Refunds, Proceeds, Insurance and Condemnation Awards sent to Mortgagor at least ten (10) days prior to any action under the UCC shall constitute reasonable notice to Mortgagor.

Section 6.2 **Financing Statements .** Mortgagor shall prepare and deliver to Mortgagee such financing statements, and shall execute and deliver to Mortgagee such other documents, instruments and further assurances, in each case in form and substance satisfactory to Mortgagee, as necessary or as Mortgagee may, from time to time, reasonably consider necessary to create, perfect and preserve Mortgagee's security interest hereunder. Mortgagor hereby irrevocably authorizes Mortgagee to cause financing statements (and amendments thereto and continuations thereof) and any such documents, instruments and assurances to be recorded and filed, at such times

and places as may be required or permitted by law to so create, perfect and preserve such security interest. Mortgagor represents and warrants to Mortgagee that Mortgagor's jurisdiction of organization is the State of Illinois. After the date of this Mortgage, Mortgagor shall not change its name, type of organization, organizational identification number (if any), jurisdiction of organization or location (within the meaning of the UCC) without giving at least thirty (30) days' prior written notice to Mortgagee.

Section 6.3 **Fixture Filing .** This Mortgage shall also constitute a "fixture filing" for the purposes of the UCC against all of the Mortgaged Property which is or is to become fixtures. The information provided in this Section 6.3 is provided so that this Mortgage shall comply with the requirements of the UCC for a mortgage instrument to be filed as a financing statement. Mortgagor is the "Debtor" and its name and mailing address are set forth in the preamble of this Mortgage immediately preceding Article 1 . Mortgagee is the "Secured Party" and its name and mailing address from which information concerning the security interest granted herein may be obtained are also set forth in the preamble of this Mortgage immediately preceding Article 1 . A statement describing the portion of the Mortgaged Property comprising the fixtures hereby secured is set forth in Section 1.1(b) of this Mortgage. Mortgagor represents and warrants to Mortgagee that Mortgagor is the record owner of the Mortgaged Property (subject to Permitted Liens and Permitted Encumbrances), the employer identification number of the Debtor (Mortgagor) is 75-2991836 and the organizational identification number of the Debtor (Mortgagor) is 61910417.

ARTICLE 7
MISCELLANEOUS

Section 7.1 **Notices .** Any notice required or permitted to be given under this Mortgage shall be given in accordance with the Collateral Agency Agreement.

Section 7.2 **Covenants Running with the Land .** All Obligations contained in this Mortgage are intended by Mortgagor and Mortgagee to be, and shall be construed as, covenants running with the Mortgaged Property. As used herein, "Mortgagor" shall refer to the party named in the first paragraph of this Mortgage and to any subsequent owner of all or any portion of the Mortgaged Property. All persons who may have or acquire an interest in the Mortgaged Property shall be deemed to have notice of, and be bound by, the terms of this Mortgage and the Collateral Agency Agreement; *provided, however*, that no such party shall be entitled to any rights thereunder without the prior written consent of Mortgagee.

Section 7.3 **Attorney-in-Fact .** Mortgagor hereby irrevocably appoints Mortgagee as its attorney-in-fact, which agency is coupled with an interest and with full power of substitution, with full authority in the place and stead of Mortgagor and in the name of Mortgagor or otherwise (a) to execute and/or record any notices of completion, cessation of labor or any other notices that Mortgagee deems appropriate to protect Mortgagee's interest, if Mortgagor shall fail to do so within ten (10) days after written request by Mortgagee, (b) upon the issuance of a deed pursuant to the foreclosure of this Mortgage or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment, conveyance or further assurance with respect to the Leases, Rents, Tax Refunds, Proceeds, Insurance and Condemnation Awards in favor of the grantee of any such deed and as may be necessary or desirable for such purpose, (c) to prepare and file or record financing statements and continuation statements, and to prepare, execute and file or record applications for registration and like papers necessary to create, perfect or preserve Mortgagee's security interests and rights in or to any of the Mortgaged Property, and (d) after the occurrence and during the continuance of any Event of Default, to perform any obligation of Mortgagor hereunder; *provided, however*, that (1) Mortgagee shall not under any circumstances be obligated to perform any obligation of Mortgagor; (2) any sums advanced by

Mortgagee in such performance shall be added to and included in the Obligations and shall bear interest at the highest rate at which interest is then computed on any portion of the Obligations; (3) Mortgagee as such attorney-in-fact shall only be accountable for such funds as are actually received by Mortgagee; and (4) Mortgagee shall not be liable to Mortgagor or any other person or entity for any failure to take any action which it is empowered to take under this Section 7.3 .

Section 7.4 **Successors and Assigns .** This Mortgage shall be binding upon and inure to the benefit of Mortgagee, the other Secured Parties and Mortgagor and their respective successors and assigns. Mortgagor shall not, without the prior written consent of Mortgagee, assign any rights, duties or obligations hereunder.

Section 7.5 **No Waiver .** Any failure by Mortgagee to insist upon strict performance of any of the terms, provisions or conditions of this Mortgage shall not be deemed to be a waiver of same, and Mortgagee shall have the right at any time to insist upon strict performance of all of such terms, provisions and conditions.

Section 7.6 **Collateral Agency Agreement .** If any conflict or inconsistency exists between this Mortgage and the Collateral Agency Agreement, the Collateral Agency Agreement shall govern.

Section 7.7 **Release or Reconveyance .** Upon payment in full of the Obligations or upon a sale or other disposition of the Mortgaged Property permitted by the Collateral Agency Agreement, Mortgagee, at Mortgagor's request and expense, shall release the liens and security interests created by this Mortgage or assign this Mortgage to a third party designated by Mortgagor.

Section 7.8 **Waiver of Stay, Moratorium and Similar Rights .** Mortgagor agrees, to the extent that it may lawfully do so, that it will not at any time insist upon or plead or in any way take advantage of any stay, marshalling of assets, extension, redemption or moratorium law now or hereafter in force and effect so as to prevent or hinder the enforcement of the provisions of this Mortgage or the Obligations secured hereby, or any agreement between Mortgagor and Mortgagee or any rights or remedies of Mortgagee or any other Secured Party.

Section 7.9 **Applicable Law .** The provisions of this Mortgage shall be governed by the laws of the State of Illinois.

Section 7.10 **Headings .** The Article, Section and Subsection titles hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such Articles, Sections or Subsections.

Section 7.11 **Severability .** If any provision of this Mortgage shall be held by any court of competent jurisdiction to be unlawful, void or unenforceable for any reason, such provision shall be deemed severable from and shall in no way effect the enforceability and validity of the remaining provisions of this Mortgage.

Section 7.12 **Entire Agreement .** This Mortgage and the Collateral Agency Agreement embody the entire agreement and understanding between Mortgagor and Mortgagee relating to the subject matter hereof and thereof and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Collateral Agency Agreement and this Mortgage may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Section 7.13 Mortgagee as Agent; Successor Agents .

(a) Agent has been appointed to act as Mortgagee hereunder by the other Secured Parties. Agent shall have the right hereunder to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including, without limitation, the release or substitution of the Mortgaged Property) in accordance with the terms of the Collateral Agency Agreement and this Mortgage. Mortgagor and all other persons shall be entitled to rely on releases, waivers, consents, approvals, notifications and other acts of Agent, without inquiry into the existence of required consents or approvals of the Secured Parties therefor.

(b) Mortgagee shall at all times be the same person that is Agent under the Collateral Agency Agreement. Written notice of resignation by Agent pursuant to the Collateral Agency Agreement shall also constitute notice of resignation as Agent under this Mortgage. Removal of Agent pursuant to any provision of the Collateral Agency Agreement shall also constitute removal as Agent under this Mortgage. Appointment of a successor Agent pursuant to the Collateral Agency Agreement shall also constitute appointment of a successor Agent under this Mortgage. Upon the acceptance of any appointment as Agent by a successor Agent under the Collateral Agency Agreement, that successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Agent as the Mortgagee under this Mortgage, and the retiring or removed Agent shall promptly (i) assign and transfer to such successor Agent all of its right, title and interest in and to this Mortgage and the Mortgaged Property, and (ii) execute and deliver to such successor Agent such assignments and amendments and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Agent of the liens and security interests created hereunder, whereupon such retiring or removed Agent shall be discharged from its duties and obligations under this Mortgage. After any retiring or removed Agent's resignation or removal hereunder as Agent, the provisions of this Mortgage and the Collateral Agency Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it under this Mortgage while it was Agent hereunder.

Section 7.14 Releases . At the request of Mortgagor in writing, Agent shall release from this Mortgage portions of the Mortgaged Property as permitted by the Collateral Agency Agreement in each such instance.

Section 7.15 Waiver of Trial by Jury . To the fullest extent permitted by applicable law, Mortgagor and Mortgagee each hereby irrevocably and unconditionally waive trial by jury in any action, claim, suit or proceeding relating to this Mortgage and for any counterclaim brought therein.

ARTICLE 8
LOCAL LAW PROVISIONS

Section 8.1 Inconsistencies . In the event of any inconsistencies between the terms and conditions of this Article 8 and the other provisions of this Mortgage, the terms and conditions of this Article 8 shall control and be binding.

Section 8.2 Maximum Principal Sum . The Obligations are to be secured by other mortgages and deeds of trust on other real estate in other counties and other states. Each and all of such mortgages and deeds of trust are intended to and shall constitute security for the entire Obligations represented by the Obligations without allocation. Notwithstanding anything herein to the contrary, it is agreed that the maximum amount of Obligations secured by this Mortgage, including all advancements, at any one time shall not exceed $500,000,000.

Section 8.3 **In Rem Proceedings .** Supplementing Section 4.1 hereof, mortgage foreclosures and other *In Rem* proceedings against Mortgagor may be brought in Fulton County, Illinois or any federal court of competent jurisdiction in Illinois.

Section 8.4 **Future Advances; Revolving Credit .** The Secured Parties are obligated under the terms of the Credit Agreement or the Additional Debt Documents to make advances as provided therein, and Mortgagor acknowledges and intends that all such advances, including future advances whenever hereafter made, shall be a lien from the time this Mortgage is recorded, as provided in Section 15-1302(b)(1) of the Act (as hereinafter defined). That portion of the Obligations which comprises the principal amount then outstanding of the loans under the Credit Agreement constitutes revolving credit indebtedness secured by a mortgage on real property, pursuant to the terms and conditions of 205 ILCS 5/5d. Mortgagor covenants and agrees that this Mortgage shall secure the payment of all loans and advances made pursuant to the terms and provisions of the Credit Agreement and the Additional Debt Documents, whether such loans and advances are made as of the date hereof or at any time in the future, and whether such future advances are obligatory or are to be made at the option of Mortgagee or otherwise (but not advances or loans made more than 20 years after the date hereof), to the same extent as if such future advances were made on the date of the execution of this Mortgage and although there may be no advances made at the time of the execution of this Mortgage and although there may be no other indebtedness outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all Obligations, including future advances, from the time of its filing of record in the office of the Recorder of Deeds of the County in which the Mortgaged Property is located. The total amount of the Obligations may increase or decrease from time to time, but the total unpaid principal balance of the Obligations (including disbursements which Mortgagee may make under this Mortgage or any other document or instrument evidencing or securing the Obligations) at any time outstanding shall not exceed the amount referred to in Section 8.2 of this Mortgage. This Mortgage shall be valid and shall have priority over all subsequent liens and encumbrances, including statutory liens except taxes and assessments levied on the Mortgaged Property, to the extent of the maximum amount secured hereby.

Section 8.5 **Illinois Mortgage Foreclosure Law .** It is the intention of Mortgagor and Mortgagee that the enforcement of the terms and provisions of this Mortgage shall be accomplished in accordance with the Illinois Mortgage Foreclosure Law (the "***Act***"), 735 ILCS 15-1101, et seq ., and with respect to such Act Mortgagor agrees and covenants that:

(a) Mortgagor and Mortgagee shall have the benefit of all of the provisions of the Act, including all amendments thereto which may become effective from time to time after the date hereof. In the event any provision of the Act which is specifically referred to herein may be repealed, Mortgagee shall have the benefit of such provision as most recently existing prior to such repeal, as though the same were incorporated herein by express reference;

(b) Wherever provision is made in this Mortgage for insurance policies to bear mortgage clauses or other loss payable clauses or endorsements in favor of Mortgagee, or to confer authority upon Mortgagee to settle or participate in the settlement of losses under policies of insurance or to hold and disburse or otherwise control use of insurance proceeds, from and after the entry of judgment of foreclosure, all such rights and powers of Mortgagee shall continue in Mortgagee as judgment creditor or mortgagee until confirmation of sale;

(c) All advances, disbursements and expenditures made or incurred by Mortgagee before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by this Mortgage or the Collateral Agency

Agreement or by the Act (collectively " ***Protective Advances*** "), shall have the benefit of all applicable provisions of the Act.

All Protective Advances shall be so much additional indebtedness secured by this Mortgage, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the rate of interest payable under the terms of the Collateral Agency Agreement.

This Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to Subsection (b)(5) of Section 15-1302 of the Act.

(d) In addition to any provision of this Mortgage authorizing the Mortgagee to take or be placed in possession of the Mortgaged Property, or for the appointment of a receiver, Mortgagee shall have the right, in accordance with Sections 15-1701 and 15-1702 of the Act, to be placed in possession of the Mortgaged Property or at its request to have a receiver appointed, and such receiver, or Mortgagee, if and when placed in possession, shall have, in addition to any other powers provided in this Mortgage, all rights, powers, immunities, and duties as provided for in Sections 15-1701 and 15-1703 of the Act; and

(e) Mortgagor acknowledges that the Mortgaged Property does not constitute agricultural real estate, as said term is defined in Section 15-1201 of the Act or residential real estate as defined in Section 15-1219 of the Act. Pursuant to Section 15-1601(b) of the Act, Mortgagor hereby waives any and all right of redemption.

Section 8.6 **Variable Rate; Additional Interest .** This Mortgage secures the full and timely payment of the Obligations, including, among other things, the obligation to pay interest on the unpaid principal balance at a variable rate of interest as provided in the Credit Agreement and the Additional Debt Documents.

Section 8.7 **Incorporation by Reference .** In connection with its appointment and acting hereunder, Mortgagee is entitled to all rights, privileges, protections, immunities, benefits and indemnities provided to it under the Collateral Agency Agreement.

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IN WITNESS WHEREOF , Mortgagor has on the date set forth in the acknowledgement hereto, effective as of the date first above written, caused this instrument to be duly EXECUTED AND DELIVERED by authority duly given.

MORTGAGOR:

AMERENENERGY RESOURCES GENERATING COMPANY ,
an Illinois corporation

By: /s/ Jerre E.Birdsong
Name: Jerre E. Birdsong
Title: Vice President and Treasurer

STATE OF MISSOURI)
) ss.:
COUNTY OF ST. LOUIS)

I, Carla J. Flynn, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Jerre E. Birdsong, personally known to me to be the Vice President and Treasurer of AMERENENERGY RESOURCES GENERATING COMPANY, an Illinois corporation, whose name is subscribed to the within instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Treasurer he signed and delivered the said instrument as Vice President and Treasurer of said corporation as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 14th day of July, A.D. 2006.

/s/ Carla J. Flynn
Notary Public

My Commission Expires: 4-20-2010

EXHIBIT A

LEGAL DESCRIPTION

The permanent tax index numbers for the Land are 19-21-05-300-003, 19-21-05-300-002, 19-21-05-100-004, 15-15-31-100-001, 19-21-06-100-001, 19-21-06-100-003, 15-15-32-100-002, 19-21-05-100-003, 19-21-05-100-002, 19-21-05-100-001, 19-21-06-200-001, 14-14-36-400-002, 15-15-30-100-001, 15-15-30-400-001, 15-15-29-100-001, 15-15-08-100-002, 15-15-17-100-003, 15-15-21-100-001, 15-15-20-100-002, 15-15-28-100-001, 15-15-18-100-001, 15-15-07-100-001, 14-14-13-200-005, 15-15-005-100-001, 19-21-09-300-002, 19-21-04-300-001, 19-21-05-300-005, 19-21-09-300-003, 19-21-09-100-004, 19-21-09-100-002, 19-21-05-400-002, 15-15-04-300-010, 15-15-04-100-014, 14-14-25-400-002, 15-15-09-100-004, 15-15-06-100-002, 15-15-19-100-001, 15-15-30-100-001, 14-14-01-400-002, 14-14-13-400-001, 14-14-25-400-001, 14-14-36-200-001, 10-09-31-400-003, 10-09-32-300-001, 14-14-12-200-001, 14-14-36-200-002, 14-14-14-400-001, 14-14-13-300-002 and 14-14-24-200-001.

Legal Description of premises located in Fulton county, Illinois:

[See Attached Page(s) For Legal Description]

EXHIBIT B

EXHIBIT B
PERMITTED ENCUMBRANCES

Those exceptions set forth in Schedule B of that certain policy of title insurance issued to Mortgagee by Chicago Title Insurance Company on or about the date hereof pursuant to policy number 450154826 dated July 14, 2006.

COLLATERAL AGENCY AGREEMENT

THIS COLLATERAL AGENCY AGREEMENT (this **"Agreement"**) is made and entered into as of July 14, 2006 by AmerenEnergy Resources Generating Company, an Illinois corporation (the **"Pledgor"**), in favor of The Bank of New York Trust Company, N. A . , as collateral agent (the **"Collateral Agent"**), for the benefit of the Secured Parties (as defined below).

WHEREAS, CILCORP Inc., Central Illinois Public Service Company, Illinois Power Company, Central Illinois Light Company and the Pledgor, as borrowers, the lenders party thereto (the **"Lenders"**) and JPMorgan Chase Bank, N.A., as administrative agent (the **"Agent"**), have entered into that certain Credit Agreement dated as of July 14, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the **"Credit Agreement"**), pursuant to which the Pledgor initially may borrow, and/or request the issuance of letters of credit, in an aggregate amount up to $200,000,000;

WHEREAS, the terms of the Credit Agreement require that the Pledgor (a) grant to the Collateral Agent for the equal and ratable benefit of the Lenders a security interest in the Collateral (as defined herein) and (b) execute and deliver this Agreement and the Mortgages (as defined herein) in order to secure the payment and performance by the Pledgor of all of the Credit Obligations (as defined herein) of the Pledgor under the Credit Agreement;

WHEREAS, the Pledgor may incur additional secured indebtedness from time to time, to the extent permitted pursuant to the Credit Agreement, that is by its terms to be equally and ratably secured hereunder with the Credit Obligations **("Additional Secured Debt"**), as hereinafter provided (with any holders of Additional Secured Debt from time to time being herein collectively called **"Additional Debtholders"** and with all documentation evidencing, or entered into in connection with, any Additional Secured Debt, being herein called **"Additional Debt Documents"**); and

WHEREAS, any such Additional Secured Debt issued after the date hereof shall be secured equally and ratably with the Credit Obligations, pursuant to a Collateral Agency Agreement Supplement substantially in the form of Annex A hereto; and

WHEREAS, it is a condition precedent to the commitment of the Lenders under the Credit Agreement that the Pledgor shall have executed and delivered to the Collateral Agent this Agreement and the Mortgages and it is to the advantage of the Pledgor that the Lenders' commitments under the Credit Agreement become effective.

NOW, THEREFORE, in consideration of the premises, and in order to induce the Lenders to make loans and to issue letters of credit for the account of the Pledgor, the Pledgor hereby covenants and agrees with the Collateral Agent for its benefit and the equal and ratable benefit of the Lenders and the Additional Debtholders, which shall be identified from time to time on Schedule I to a Collateral Agency Agreement Supplement entered into in accordance with Section 14.16, in each case to the extent from time to time holding Obligations of the Pledgor (collectively, and together with the Collateral Agent, the **"Secured Parties"**) as follows:

SECTION 1. Definitions . The following terms when used in this Agreement shall have the following meanings:

"Event of Default" shall mean a "Default" (as defined in the Credit Agreement) or an "event of default" (or correlative term) at any time under, and as defined in, the Credit Agreement , any Additional Debt Documents or any Security Document.

"Lien" shall mean any mortgage, deed of trust, pledge, lien, security interest, charge or other encumbrance or security arrangement of any nature whatsoever, whether voluntarily or involuntarily given, including any arrangement to provide priority or preference and any conditional sale or title retention arrangement, and any assignment, deposit arrangement or lease intended as, or having the effect of, security.

"Majority Holders" shall mean, at any time, the holders of over 50% in aggregate principal amount of the outstanding Obligations; provided, that (i) the aggregate principal amount of the outstanding Obligations under the Credit Agreement at any time shall for all purposes hereof be equal to the sum of (A) the greater of the Borrower Sublimit of the Pledgor and the Borrower Credit Exposure of the Pledgor at such time under (and as defined in) the Credit Agreement and (B) all Credit Obligations other than Borrower Credit Exposure of the Pledgor outstanding at such time, and the entire amount shall be voted as a single bloc by the Agent, and (ii) with respect to any Additional Debt, Obligations comprised of indebtedness issued with original issue discount, the amount outstanding at any time shall be the face amount of such indebtedness less the remaining unamortized portion of the original issue discount of such indebtedness at such time as determined in conformity with generally accepted accounting principles; and provided further that any outstanding Obligations held by the Pledgor or affiliates of the Pledgor shall be voted pro rata based upon the voting of holders of outstanding Obligations other than the Pledgor or affiliates of the Pledgor.

"Mortgages" shall mean (i) the Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of July 14, 2006 by and from the Pledgor to the Collateral Agent relating to the E.D. Edwards plant in Bartonville, Illinois and (ii) the Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of July 14, 2006 by and from the Pledgor to the Collateral Agent relating to the Duck Creek plant in Canton, Illinois.

"Obligations" shall mean, collectively and without duplication, all the following obligations, liabilities, sums and expenses as follows:

(i) the Obligations (as defined in the Credit Agreement) of the Pledgor (the **"Credit Obligations"**);

(ii) the full and prompt payment when due (whether at stated maturity, by acceleration or otherwise) of all (x) principal of and interest on any Additional Secured Debt and (y) all other obligations (including obligations which, but for the automatic stay under Section 362(a) of the Bankruptcy Code, would become due), liabilities and indebtedness (including, without limitation, indemnities, fees and interest thereon) of the Pledgor to the Additional Debtholders in their capacity as such (including, without limitation, interest accruing at the then applicable rate provided in any class of Additional

Secured Debt after the maturity thereof and interest accruing at the then applicable rate provided in such Additional Secured Debt after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding relating to the Pledgor, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred under, arising out of or in connection with any Additional Debt Documents, and the due performance of, and compliance with, all of the terms, conditions and agreements contained therein by the Pledgor (all such obligations, liabilities and indebtedness described in this clause (ii) being herein collectively called the **"Additional Debt Obligations"**);

(iii) (x) any and all sums advanced by the Collateral Agent in order to preserve the Collateral or preserve its security interest in the Collateral in a manner not in violation of the terms hereof and (y) any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against the Collateral Agent in performing its duties hereunder, or in any way relating to or arising out of its actions as Collateral Agent under the Security Documents (as defined herein), or in respect of the Collateral, including any other unreimbursed fees and expenses for which the Collateral Agent is to be reimbursed pursuant to Section 11 hereof; except for those resulting solely from the Collateral Agent's own gross negligence or willful misconduct;

(iv) in the event of any proceeding for the collection or enforcement of any indebtedness, obligations, or liabilities of the Pledgor referred to in clauses (i) through (iii) above, after an Event of Default on any of the Obligations shall have occurred and be continuing, the reasonable expenses of retaking, holding, preparing for sale, selling or otherwise disposing of or realizing on the Collateral or of any exercise by the Collateral Agent of its rights hereunder or under any of the Security Documents, together with reasonable attorneys' fees and costs; and

(v) all amounts paid by any of the Secured Parties as to which such Secured Party has the right to reimbursement under Section 11 of this Agreement.

SECTION 2. Pledge . To secure the full and punctual payment when due and the full and punctual performance of all of the Obligations, the Pledgor shall enter into one or more security agreements, pledge agreements, mortgages, deeds of trust or other security documents, including without limitation the Mortgages (collectively, the **"Security Documents"**), pursuant to which it will grant to the Collateral Agent, for the benefit of the Collateral Agent and the other Secured Parties, a security interest in the collateral described in the Security Documents (collectively, the **"Collateral"**).

SECTION 3. Representations and Warranties . The Pledgor hereby represents and warrants on the date hereof, and upon each date the Pledgor grants to the Collateral Agent any rights in property that constitutes Collateral, as follows:

(a) The Pledgor is validly existing as a corporation in good standing under the laws of Illinois and has the corporate power and authority required to carry on its business as it is

currently being conducted and to own, lease and operate its properties, and is duly qualified and is in good standing as a foreign corporation authorized to do business in each jurisdiction in which the nature of its business or its ownership or leasing of property requires such qualification, except where the failure to be so qualified would not have a material adverse effect on the business, financial condition or results of operations of the Pledgor.

(b) The Pledgor is the owner of the Collateral free and clear of any Lien or claim of any other Person, except for the Lien created by the Security Documents and except for any Liens that are permitted under the Security Documents.

(c) The Pledgor has the legal right to execute and deliver and to grant the security interest in the Collateral pursuant to the Security Documents, and the execution, delivery and performance of this Agreement and the Security Documents do not (x) conflict with or constitute a breach of any of the terms or provisions of the charter or by-laws of the Pledgor or (y) constitute a breach of any terms or provisions of, or default under, any agreement, indenture or other instrument to which the Pledgor is a party or by which the Pledgor or its property is bound, or violate with any laws, administrative regulations or rulings or court decrees applicable to the Pledgor or its respective property (including, without limitation, Regulations T, U and X of the Board of Governors of the Federal Reserve System), except for any such breaches, defaults or violations which in the aggregate could not reasonably be expected to result in a material adverse effect on the business, financial condition or results of operations of the Pledgor or on the Lien on the Collateral created by the Security Documents, or (z) result in the creation or imposition of any Lien on any assets of the Pledgor, other than the Liens contemplated thereby.

(d) The Pledgor has full power and authority to enter into this Agreement and the Security Documents and to grant a security interest in the Collateral as provided by the Security Documents.

(e) This Agreement and each Security Document has been duly authorized, executed and delivered by the Pledgor and constitutes a legal, valid and binding obligation of the Pledgor, enforceable against the Pledgor in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar laws affecting the enforcement of creditors' right and remedies generally and by equitable principles of general applicability.

(f) No consent of any other Person and no consent, authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body, which has not been obtained by the Pledgor, is required to be obtained by the Pledgor either (i) for the pledge by the Pledgor of the Collateral pursuant to the Security Documents or for the execution, delivery or performance of this Agreement and the Security Documents by the Pledgor, or (ii) for the validity or enforceability of this Agreement or the Security Documents or the perfection or enforceability of the Collateral Agent's security interest in the Collateral subject to the receipt of regulatory approvals under laws applicable to the change in control of a public utility company.

(g) No litigation, investigation or proceeding of or before any arbitrator or governmental authority is pending or, to the best knowledge of the Pledgor, threatened by or

against the Pledgor or against any of the Pledgor's properties or revenues with respect to this Agreement, the Security Documents or any of the transactions contemplated hereby.

SECTION 4. Further Assurance . The Pledgor will at all times cause the security interests granted pursuant to this Agreement to constitute valid perfected first priority security interests in the Collateral (subject, however, to any Liens that are permitted under the Security Documents), and (except as otherwise specifically provided herein or in the Security Documents) enforceable as such against all creditors of the Pledgor, any Persons purporting to purchase any Collateral from the Pledgor and any other Persons whomsoever. The Pledgor will, promptly upon request by the Collateral Agent or as necessary, execute and deliver or cause to be executed and delivered to the Collateral Agent all such instruments and other documents, all in form and substance satisfactory to the Collateral Agent, and take any other actions that are necessary or desirable to perfect, continue the perfection of, or protect the first priority of the Collateral Agent's security interest in, the Collateral, to protect the Collateral against the rights, claims, or interests of third persons (except to the extent that Liens are permitted under the Security Documents), to enable the Collateral Agent to exercise or enforce its rights and remedies hereunder and under the Security Documents, or otherwise to effect the purposes of this Agreement and the Security Documents, including the recording of any documents and the filing of any financing or continuation statements. The Pledgor also hereby authorizes the Collateral Agent to record any Lien, file any financing or continuation statements, without the signature of the Pledgor to the extent permitted by applicable law, or take any other action necessary or desirable to perfect and protect the security interest in the Collateral created under the Security Documents. The Pledgor will pay all costs incurred in connection with any of the foregoing.

SECTION 5. Covenants . The Pledgor hereby covenants and agrees with the Collateral Agent and the other Secured Parties, that from and after the date of this Agreement and until the Obligations have been paid in full, it will be the sole beneficial owner of the Collateral and will not (i) except as otherwise expressly permitted hereby or by the Security Documents, sell, assign, transfer, convey or otherwise dispose of, any interest in any of the Collateral without the prior written consent of the Collateral Agent at the direction of the Majority Holders, (ii) create or permit to exist any Lien upon or with respect to any of the Collateral, except for the security interest granted under the Security Documents and except for Liens that are permitted under the Security Documents, (iii) enter into any agreement or understanding that purports to or that may restrict or inhibit the Collateral Agent's rights or remedies hereunder or under the Security Documents, including, without limitation, the Collateral Agent's right to sell or otherwise dispose of the Collateral, or (iv) take any other action with respect to the Collateral which would result in a violation of the Security Documents or this Agreement.

SECTION 6. Power of Attorney . The Pledgor hereby appoints and constitutes the Collateral Agent as the Pledgor's attorney-in-fact to exercise all of the following powers upon the occurrence and during the continuance of an Event of Default with respect to which a Default Notice has been delivered to the Collateral Agent in accordance with Section 10(c) hereof: (i) collection of proceeds of any Collateral; (ii) conveyance of any item of Collateral to any purchaser thereof; (iii) giving of any notices or recording of any Liens under Section 4 hereof; (iv) making of any payments or taking any acts under Section 7 hereof ; (v) paying or discharging taxes or Liens levied or placed upon or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined in good

faith by the Collateral Agent in its sole discretion; (vi) defend any suit, action or proceeding brought against the Pledgor with respect to any Collateral; and (vii) exercise any of the rights set forth in Section 10 hereof or any Security Document and make any agreement with respect to the Collateral or otherwise deal with any Collateral as fully and completely as though the Collateral Agent were the absolute owner thereof for all purposes. The Majority Holders, acting through the Agent in the case of the Lenders and through the Additional Debtholders (or, if applicable, any agent appointed for such purpose under any applicable Additional Debt (each such agent, an **"Additional Secured Debt Agent"**)) in the case of the Additional Secured Debt, shall provide written directions to the Collateral Agent with respect to the taking of any such actions under this Section 6. The Collateral Agent's authority hereunder shall include, without limitation, the authority to execute and give receipt for any certificate of ownership relating to the Collateral, transfer title to any item of Collateral, sign the Pledgor's name on all financing statements or any other documents deemed necessary or appropriate to preserve, protect or perfect the security interest in the Collateral and to file the same, prepare, file and sign the Pledgor's name on any notice of Lien, and to take any other actions arising from or incident to the powers granted to the Collateral Agent in this Agreement or the Security Documents. This power of attorney is coupled with an interest and is irrevocable by the Pledgor.

SECTION 7. Collateral Agent May Perform . If the Pledgor fails to perform any agreement contained herein or in the Security Documents, the Collateral Agent may but under no circumstances shall be obligated to itself perform, or cause performance of, such agreement, and the expenses of the Collateral Agent (including the reasonable fees and expenses of its counsel) incurred in connection therewith shall be payable by the Pledgor pursuant to Section 11 hereof.

SECTION 8. No Assumption of Duties; Reasonable Care . The rights and powers granted to the Collateral Agent hereunder are being granted in order to preserve and protect the security interest of the Collateral Agent and the other Secured Parties in and to the Collateral and shall not be interpreted to, and shall not, impose any duties on the Collateral Agent in connection therewith. The Collateral Agent shall be deemed to have exercised reasonable care, under Section 9-207 of the New York Uniform Commercial Code or otherwise, in the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which the Collateral Agent accords its own property and shall not be liable or responsible for any loss or diminution in the value of any of the Collateral, by reason of the act or omission of any carrier, forwarding agency or other agent or bailee selected by the Collateral Agent in good faith; it being understood that the Collateral Agent shall not have any responsibility for taking any necessary steps to preserve rights against any parties with respect to any Collateral. The Collateral Agent shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor its officers, directors, employees or agents shall be responsible to the Pledgor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct. Beyond the exercise of reasonable care in the custody thereof, the Collateral Agent shall have no duty as to any Collateral in its possession or control or in the possession or control of any agent or bailee or any income thereon or as to preservation of rights against prior parties or any other rights pertaining thereto and the Collateral Agent shall not be responsible for filing any financing or continuation statements or recording any documents or instruments in any public office at any time or times or otherwise perfecting or maintaining the perfection of any security interest in the Collateral.

SECTION 9. Subsequent Changes Affecting Collateral . The Pledgor represents to the Secured Parties that it has made its own arrangements for keeping informed of changes or potential changes affecting the Collateral and the Pledgor agrees that the Collateral Agent and the Secured Parties shall have no responsibility or liability for informing the Pledgor of any such changes or potential changes or for taking any action or omitting to take any action with respect thereto. The Pledgor will defend the right, title and interest of the Collateral Agent and the Secured Parties in and to the Collateral against the claims and demands of all Persons. The Pledgor will advise the Collateral Agent and the Secured Parties promptly, in reasonable detail, of (i) any Lien (other than Liens that are permitted under the Security Documents) on any Collateral which could adversely affect the ability of the Collateral Agent to exercise any of its remedies hereunder and (ii) the occurrence of any other event which could reasonably be expected to have a material adverse effect on the Lien on the Collateral created by the Security Documents.

SECTION 10. Remedies Upon Default .

(a) If any Event of Default shall have occurred and be continuing with respect to which a Default Notice has been delivered to the Collateral Agent in accordance with Section 10(c) hereof, and only to the extent the Majority Holders have so directed the Collateral Agent in accordance with Section 10(c), the Collateral Agent shall have and be entitled to exercise, in addition to all other rights given by law or by the Security Documents, all of the rights and remedies with respect to the Collateral of a secured party under the Uniform Commercial Code (the **"UCC"**) as in effect in the State of New York at that time or any other applicable law and shall also be entitled, without limitation, to exercise the rights set forth in this Section 10(a). With respect to any Collateral that shall be in or shall thereafter come into the possession or custody of the Collateral Agent, the Collateral Agent may, subject to the provisions of Section 10(c) below, sell or otherwise dispose of or cause the same to be sold or otherwise disposed of at any broker's board or at public or private sale, in one or more sales or lots, for cash or on credit or for future delivery, without assumption of any credit risk. The purchaser of any or all Collateral so sold shall thereafter hold the same absolutely, free from any claim, encumbrance or right of any kind whatsoever. Unless any of the Collateral threatens to decline speedily in value or is or becomes of a type sold on a recognized market, the Collateral Agent will give the Pledgor reasonable notice of the time and place of any public sale thereof, or of the time after which any private sale or other intended disposition is to be made. Any sale of the Collateral conducted in conformity with reasonable commercial practices of banks, insurance companies, commercial finance companies or other financial institutions disposing of property similar to the Collateral shall be deemed to be commercially reasonable. Any requirements of reasonable notice shall be met if such notice is mailed to the Pledgor as provided below in Section 14.1, at least ten days before the time of the sale or disposition. Any other requirement of notice, demand or advertisement for sale is, to the extent permitted by law, waived. The Collateral Agent or any other Secured Party may, in its own name or in the name of a designee or nominee, buy any of the Collateral at any public sale and, if permitted by applicable law, at any private sale. All expenses (including court costs and reasonable attorneys' fees and disbursements) of, or
incident to, the enforcement of any of the provisions hereof shall be recoverable from the proceeds of the sale or other disposition of the Collateral.

(b) The Pledgor further agrees to use its reasonable best efforts to do or cause to be done all such other acts as may be necessary to make such sale or sales of all or any portion of the Collateral pursuant to this Section 10 valid and binding and in compliance with any and all other applicable requirements of law. The Pledgor further agrees that a breach of any of the covenants contained in this Section 10 will cause irreparable injury to the Collateral Agent and the Secured Parties, that the Collateral Agent and the Secured Parties have no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 10 shall be specifically enforceable against the Pledgor, and the Pledgor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no default or Event of Default has occurred and is continuing under the Credit Agreement or the Additional Debt Documents.

(c) The Collateral Agent shall not commence or otherwise take any action or proceeding pursuant to this Section 10 or to realize upon any or all of the Collateral unless and until the Majority Holders, acting through the Agent in the case of the Lenders and through the Additional Debtholders (or, if applicable, the Additional Secured Debt Agent) in the case of the Additional Secured Debt, shall have notified a responsible officer of the Collateral Agent in writing of the occurrence of an Event of Default (a **"Default Notice"**) and shall have directed the Collateral Agent in writing to commence to enforce this Agreement and the Security Documents and/or to realize upon any or all of the Collateral. Upon receipt by the Collateral Agent of any such notice and direction, the Collateral Agent shall (i) promptly send copies thereof to all Secured Parties and (ii) subject to the other terms and provisions of this Agreement and the Security Documents, seek to enforce this Agreement and the Security Documents and to realize upon the Collateral. After any such notice and direction has been given, the Majority Holders shall have the right to give written directions to the Collateral Agent as to the time, place and manner of the taking of such actions, and the Collateral Agent shall be required to seek to follow such directions; provided that, at the time of delivery of such notice, the Majority Holders shall provide the Collateral Agent with a written calculation establishing their status as the Majority Holders; provided , further , that the Collateral Agent, prior to acting on such notice, shall request, and may conclusively rely upon, a statement from the Agent confirming the Borrower Sublimit of the Pledgor, the Borrower Credit Exposure of the Pledgor and the aggregate amount of all Credit Obligations other than Borrower Credit Exposure (in each case as defined in the Credit Agreement) outstanding at such time, and from the relevant Additional Secured Debt Agent or Additional Debtholder, as applicable, confirming the principal amount of the Additional Secured Debt outstanding, respectively; provided , further , that in the absence of such notice and direction, 45 days after receipt of the Default Notice, the Collateral Agent shall have the right to take such actions as it deems necessary, advisable or appropriate; provided , further , that each of the Secured Parties, by its acceptance of the benefits of this Agreement, agrees that if at any time of determination such Secured Party is a Majority Holder, such Secured Party shall exercise its rights pursuant to this sentence in good faith for the benefit of all of the Secured Parties; and provided , further , that the Majority Holders may give written directions to the Collateral Agent to cease or materially curtail its efforts seeking to enforce this Agreement and the Security Documents or to cease or materially curtail its efforts seeking to realize upon any or all of the Collateral. Upon the receipt by a responsible officer of the Collateral Agent of any such direction to so cease, the Collateral Agent shall be required to seek to do so, subject to the rights of the Majority Holders on behalf of the Secured Parties to give another written notice and direction of the type referred to above.

SECTION 11. Fees and Expenses; Indemnity .

(a) The Pledgor will, upon demand, pay to the Collateral Agent the amount of any and all reasonable fees and expenses (including, without limitation, the reasonable fees and disbursements of its counsel, of any investment banking firm, accountants, business broker or other selling agent and of any other such experts and agents retained by the Collateral Agent, including the allocated costs of inside counsel, which compensation, expenses and disbursements shall be set forth in sufficient written detail to the Pledgor) that the Collateral Agent may incur in connection with (i) the preparation, execution and administration of this Agreement and the Security Documents, and any amendments hereto or thereto, (ii) the custody or preservation of, or the sale of, collection from, or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of the Collateral Agent hereunder or under the Security Documents or (iv) the failure by the Pledgor to perform or observe any of the provisions hereof or of any Security Document, except, however, any such expense, disbursement or fee determimed to have been caused by the Collateral Agent's own gross negligence or willful misconduct.

(b) The Pledgor shall fully indemnify and hold harmless each of the Collateral Agent and each other Secured Party and their respective successors, assigns, employees, agents, servants and representatives (including the Agent and any Additional Secured Debt Agent) hereunder (individually an **"Indemnitee"** , and collectively the **"Indemnitees"**) from and against any and all costs, expenses, claims, losses, damages and liabilities of any kind or nature whatsoever incurred by such Indemnitee, arising out of or in connection with the execution, delivery, enforcement, performance and administration of this Agreement, including without limitation (i) any and all recording and filing fees, or stamp, excise, sales or other taxes, which may be payable or determined to be payable with respect to any of the Collateral or in connection with any of the transactions contemplated hereby or by any Security Document, (ii) the exercise by any Indemnitee of any right or remedy granted to it hereunder or under any Security Document, and (iii) the costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its rights or remedies hereunder or under any Security Document; unless such cost, expense, claim or liability shall be determined to have been caused by the gross negligence or willful misconduct on the part of such Indemnitee. The benefits of this Section shall survive termination of this Agreement.

SECTION 12. Interest Absolute . All rights of the Collateral Agent and the other Secured Parties hereunder and under the Security Documents and the security interests created under the Security Documents, and all obligations of the Pledgor hereunder and under the Security Documents, shall be absolute and unconditional irrespective of: (a) any lack of validity or enforceability of the Credit Agreement or the Additional Debt Documents or any other agreement or instrument relating thereto; (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement or the Additional Debt Documents; (c) any exchange, surrender, release or non-perfection of any other collateral, or any release or amendment or waiver of or consent to departure from any guarantee, for all or any of the Obligations; or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Pledgor in respect of the Obligations or of this Agreement or the Security Documents, other than the satisfaction in full of the Obligations.

SECTION 13. Application of Proceeds .

(a) Upon the occurrence and during the continuance of an Event of Default with respect to which a Default Notice has been delivered to the Collateral Agent in accordance with Section 10(c) hereof, the proceeds of any sale of, or other realization upon, all or any part of the Collateral and any cash held by the Collateral Agent shall be applied by the Collateral Agent in the following order of priorities:

first , to payment of all Obligations owing to the Collateral Agent of the type provided in clauses (iii) and (iv) of the definition of Obligations;

second , an amount equal to the outstanding Primary Obligations (as defined below) of the Pledgor shall be paid to the Secured Parties as provided in Section 13(d), with each Secured Party receiving an amount equal to its outstanding Primary Obligations of the Pledgor or, if the proceeds are insufficient to pay in full all such Primary Obligations, its Pro Rata Share (as defined below) of the amount remaining to be distributed;

third , an amount equal to the outstanding Remaining Obligations of the Pledgor shall be paid to the Secured Parties as provided in Section 13(d), with each Secured Party receiving an amount equal to its outstanding Remaining Obligations of the Pledgor or, if the proceeds are insufficient to pay in full all such Remaining Obligations, its Pro Rata Share of the amount remaining to be distributed; and

finally , upon payment of all Remaining Obligations, to payment to the Pledgor or its successors or assigns, or as a court of competent jurisdiction may direct, of any surplus then remaining from such proceeds.

(b) For purposes of this Agreement:

(i) **"Pro Rata Share"** shall mean, when calculating a Secured Party's portion of any distribution or amount, that amount (expressed as a percentage) equal to a fraction the numerator of which is the then unpaid amount of such Secured Party's Primary Obligations or Remaining Obligations, as the case may be, of the Pledgor and the denominator of which is the then outstanding amount of all Primary Obligations or Remaining Obligations, as the case may be, of the Pledgor;

(ii) **"Primary Obligations"** of the Pledgor shall mean all Obligations of the Pledgor secured by the Security Documents arising out of or in connection with, the principal of, premium, if any, and interest (including all accrued but unpaid interest) on all the outstanding loans and reimbursement obligations in respect of letters of credit issued under the Credit Agreement and the principal of, premium, if any, and interest (including all accrued but unpaid interest) on Additional Secured Debt at the relevant time; provided that with respect to any such Obligations comprised of indebtedness issued with original issue discount, the amount outstanding at any time shall be the face amount of such indebtedness less the remaining unamortized portion of the original issue discount of such indebtedness at such time as determined in conformity with generally accepted accounting principles; and

(iii) **"Remaining Obligations"** of the Pledgor shall mean all Obligations of the Pledgor secured hereby other than Primary Obligations.

(c) When payments to Secured Parties are based upon their respective Pro Rata Shares, the amounts received by such Secured Parties hereunder shall be applied (for purposes of making determinations under this Section 13 only) (i) first, to the Primary Obligations of the Pledgor and (ii) second, to the Remaining Obligations of the Pledgor. If any payment to any Secured Party of its Pro Rata Share of any distribution would result in overpayment to such Secured Party, such excess amount shall instead be distributed in respect of the unpaid Primary Obligations or Remaining Obligations, as the case may be, of the other Secured Parties, with each Secured Party whose Primary Obligations or Remaining Obligations, as the case may be, have not been paid in full to receive an amount equal to such excess amount multiplied by a fraction the numerator of which is the unpaid Primary Obligations or Remaining Obligations, as the case may be, of such Secured Party and the denominator of which is the unpaid Primary Obligations or Remaining Obligations, as the case may be, of all Secured Parties entitled to such distribution.

(d) All payments required to be made hereunder shall be made (i) if to the Lenders, to the Agent and (ii) if to Additional Debtholders, to the Additional Debtholders or, if applicable, the relevant Additional Secured Debt Agent.

(e) For purposes of applying payments received in accordance with this Section 13, the Collateral Agent shall be entitled to rely upon the Agent and the Additional Debtholders or, if applicable, the relevant Additional Secured Debt Agent for a written determination of the outstanding Primary Obligations and Remaining Obligations owed to the Lenders and the Additional Debtholders, respectively. The Collateral Agent shall promptly provide the Agent and the Additional Debtholders (or, if applicable, the Additional Secured Debt Agent) with copies of any such written determination delivered to it.

(f) It is understood and agreed that the Pledgor shall remain liable to the extent of any deficiency between the amount of the proceeds of the Collateral pledged by it hereunder and the aggregate amount of the Obligations of the Pledgor.

Notwithstanding anything to the contrary in this Agreement, (i) all actions required or permitted to be taken under this Agreement by the Lenders shall be so taken only by the Agent on behalf of the Lenders, and all actions required or permitted to be taken under this Agreement by the Additional Debtholders shall be so taken only by the Additional Debtholders or, if applicable, the relevant Additional Secured Debt Agent on behalf of the Additional Debtholders and (ii) all payments required to be made with respect to the Credit Obligations shall be paid to the Agent, and all payments required to be made with respect to the Additional Debt Obligations under the Additional Debt Documents shall be paid to the Additional Debtholders or, if applicable, the relevant Additional Secured Debt Agent. The Collateral Agent shall be entitled (but not required) to conclusively rely upon and act in accordance with any instructions from the Agent and the Additional Debtholders or, if applicable, any relevant Additional Secured Debt Agent subject to the terms and conditions of this Agreement and to assume that such instructions are being given in accordance with the terms of the Credit Agreement and the terms of the Additional Debt Documents, respectively.

SECTION 14. Miscellaneous Provisions .

14.1 Notices . All notices, approvals, consents or other communications required or desired to be given hereunder shall be in the form and manner as set forth on Schedule I hereto.

14.2 Release of Collateral . The Collateral Agent shall release the Lien of any Security Document in respect of Collateral, upon the written request of the Pledgor, so long as the release of such Collateral is permitted by the applicable Security Document, the Credit Agreement and the Additional Secured Debt Documents (if any). Upon any request by the Pledgor to the Collateral Agent to release any Collateral, the Pledgor shall deliver to the Collateral Agent a certificate of an officer of the Pledgor and an opinion of counsel to the effect that such release is permitted pursuant to this Section 14.2. For purposes of this provision, the Collateral Agent shall be entitled to rely upon the certificate of the Pledgor in respect of the release of any Collateral; provided that the officer's certificate delivered pursuant to the preceding sentence states that (i) no Event of Default has occurred and is continuing and (ii) the aggregate value of the Collateral so released during any calendar year, after taking into account the requested release, shall not exceed $5,000,000. The Collateral Agent shall promptly provide the Agent and the Additional Debtholders (or, if applicable, the Additional Secured Debt Agent) with copies of any such certificate and/or opinion delivered to it. If (i) an Event of Default has occurred and is continuing or (ii) the aggregate value of the Collateral to be released during any calendar year (after taking into account the requested release) will exceed $5,000,000, the Collateral Agent shall be entitled to rely upon a written certification of the Agent that such disposition is permitted under the Credit Agreement and upon a written certification of each Additional Secured Debt Agent (or, if there is no Additional Secured Debt Agent in respect of any Additional Secured Debt, the holders of a majority of the principal amount of such Additional Secured Debt) in respect of any Additional Secured Debt that such disposition is permitted under the Additional Secured Debt Documents relating to such Additional Secured Debt.

14.3 Severability . The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect in that jurisdiction only such clause or provision, or part thereof, and shall not in any manner affect such clause or provision in any other jurisdiction or any other clause or provision of this Agreement in any jurisdiction.

14.4 No Recourse Against Others . No director, officer, employee, stockholder or affiliate, as such, of the Pledgor shall have any liability for any obligations of the Pledgor under this Agreement or for any claim based on, in respect of or by reason of such obligations or their creation. Each Secured Party, by its acceptance of the benefits of this Agreement, waives and releases all such liability. The waiver and release are part of the consideration for the grant of the security interest in the Collateral to the Secured Parties.

14.5 Headings . The headings of the Articles and Sections of this Agreement have been inserted for convenience of reference only, are not to be considered a part hereof and shall in no way modify or restrict any of the terms or provisions hereof.

14.6 Counterpart Originals . This Agreement may be signed in two or more counterparts. Each signed copy shall be an original, but all of them together represent one and the same agreement.

14.7 Benefits of Agreement . Nothing in this Agreement, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, and the Secured Parties, any benefit or any legal or equitable right, remedy or claim under this Agreement. The rights hereunder of the Agent and the Lenders under the Credit Agreement shall, subject to Section 14.11, terminate upon termination of the Credit Agreement and payment in full of the Obligations (as defined in the Credit Agreement). The rights hereunder of the Additional Debtholders and the Additional Secured Debt Agent identified in any Collateral Agency Agreement Supplement shall, subject to Section 14.11, terminate upon payment in full of the Additional Secured Debt identified in such Collateral Agency Supplement and termination of the Additional Secured Debt Documents relating thereto.

14.8 Amendments, Waivers and Consents . Any amendment or waiver of any provision of this Agreement and any consent to any departure by the Pledgor from any provision of this Agreement shall be effective only if such amendment, waiver or consent is in writing duly signed by the Pledgor and the Collateral Agent, with the written consent of the Majority Holders; provided , however , that any change, waiver, modification or variance materially adversely affecting the rights and benefits of a single Class (as defined below) of Secured Parties (and not all Secured Parties in a like or similar manner) shall also require the written consent of the Requisite Holders (as defined below) of such affected Class; provided , further , that any Class shall not be considered to be affected differently from any other Class due to the Obligations of any such other Class being paid, repaid, refinanced, renewed or extended and the Collateral being released, in whole or in part (whether by action of such other Class or otherwise), as security for a particular Class. For the purpose of this Agreement, the term **"Class"** shall mean, at any time, each class of Secured Parties with outstanding Obligations secured hereby at such time, i.e., (x) the Lenders and (y) any other class of Additional Secured Debt secured hereby; provided that, without limiting the foregoing, it is expressly acknowledged and agreed that other creditors may be added as "Secured Parties" hereunder (either as part of an existing Class of creditors or as a newly created Class), and that such addition shall not require the written consent of the Requisite Holders of the various Classes. For the purpose of this Agreement, the term **"Requisite Holders"** of any Class shall mean each of (i) with respect to any approval to be obtained in respect of the Credit Obligations, the portion of the Lenders required for such approval under the Credit Agreement, and (ii) with respect to any other class of Additional Secured Debt, the holders of at least a majority of such Class of Additional Secured Debt outstanding from time to time. Failure of the Collateral Agent or any Secured Party to exercise, or delay in exercising, any right, power or privilege hereunder shall not operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy that the Collateral Agent or the Secured Parties would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

14.9 Interpretation of Agreement . Time is of the essence in each provision of this Agreement of which time is an element. All terms not defined herein shall have the meanings set forth in the applicable UCC, except where the context otherwise requires. To the extent a term or provision of this Agreement conflicts with a Security Document and is not dealt with herein with more specificity, the Security Document shall control with respect to the subject matter of such term or provision.

14.10 Continuing Security Interest . This Agreement shall (i) remain in full force and effect until the payment in full of all the Obligations of the Pledgor, the termination of the Lenders' obligation to make Loans to the Pledgor or issue Letters of Credit for the account of the Pledgor (each as defined in the Credit Agreement) at the Maturity Date applicable to the Pledgor (as defined in the Credit Agreement) or otherwise, the reduction to zero of the Borrower Credit Exposure of the Pledgor under (and as defined in) the Credit Agreement, and payment in full of all the fees and expenses owing to the Collateral Agent, (ii) be binding upon the Pledgor, its successors and assigns, provided that the Pledgor may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Collateral Agent and the Majority Holders and (iii) inure, together with the rights and remedies of the Collateral Agent hereunder, to the benefit of the Collateral Agent, the Secured Parties and their respective successors, transferees and assigns.

14.11 Reinstatement . This Agreement shall continue to be effective or be reinstated if at any time any amount received by the Collateral Agent or any Secured Party in respect of the Obligations is rescinded or must otherwise be restored or returned by the Collateral Agent or any Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Pledgor or upon the appointment of any receiver, intervenor, conservator, trustee or similar official for the Pledgor or any substantial part of its assets, or otherwise, all as though such payments had not been made.

14.12 Survival of Provisions . All representations, warranties and covenants of the Pledgor contained herein shall survive the execution and delivery of this Agreement (including the Pledgor's obligations under Section 11 hereof), and shall terminate only upon the full and final payment and performance by the Pledgor of the Obligations of the Pledgor.

14.13 Waivers . The Pledgor waives presentment and demand for payment of any of the Obligations, protest and notice of dishonor or default with respect to any of the Obligations, and all other notices to which the Pledgor might otherwise be entitled, except as otherwise expressly provided herein or in the Indenture.

14.14 Authority of the Collateral Agent .

(a) The Collateral Agent shall have and be entitled to exercise all powers hereunder and under the Security Documents that are specifically granted to the Collateral Agent by the terms hereof or thereof, together with such powers as are reasonably incident thereto. The Collateral Agent may perform any of its duties hereunder or under the Security Documents or in connection with the Collateral by or through agents or employees and shall be entitled to retain counsel of its choice and to act in reliance upon the advice of counsel concerning all such matters. Neither the Collateral Agent nor any director, officer, employee, attorney or agent of

the Collateral Agent shall be responsible for the validity, effectiveness or sufficiency hereof or of any Security Document, or of any document or instrument furnished pursuant hereto or thereto. The Collateral Agent and its directors, officers, employees, attorneys and agents shall be entitled to rely on any communication, instrument or document believed by it or them to be genuine and correct and to have been signed or sent by the proper person or persons. To the maximum extent permitted by applicable law, the Pledgor waives all claims, damages, and demands against the Collateral Agent arising out of the repossession, retention or sale of the Collateral pursuant to the written instruction of the Majority Holders as provided herein, except such which may arise out of the gross negligence or willful misconduct of the Collateral Agent. Upon the occurrence and during the continuance of an Event of Default, until the Collateral Agent is able to effect a sale, lease, or other disposition of the Collateral, the Collateral Agent shall have the right to use or operate the Collateral, or any part thereof, to the extent that it deems appropriate for the purpose of preserving the Collateral or its value or for any other purpose deemed appropriate by the Collateral Agent. The Collateral Agent shall have no obligation to maintain or preserve the rights of the Pledgor as against third parties with respect to the Collateral while the Collateral is in the possession of the Collateral Agent. The Collateral Agent shall use reasonable care with respect to the Collateral in its possession or under its control. The Collateral Agent shall not have any other duty as to the Collateral in its possession or control or in the possession or control of any agent or nominee of the Collateral Agent, or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto. Upon request of the Pledgor, the Collateral Agent shall account for any monies received by the Collateral Agent in respect of any foreclosure on or disposition of the Collateral.

(b) The Pledgor acknowledges that the rights and responsibilities of the Collateral Agent under this Agreement with respect to any action taken by the Collateral Agent or the exercise or non-exercise by the Collateral Agent of any option, right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as among the Collateral Agent and the Secured Parties, be governed by this Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Collateral Agent and the Pledgor, the Collateral Agent shall be conclusively presumed to be acting as agent for the Secured Parties with full and valid authority so to act or refrain from acting, and the Pledgor shall not be obligated or entitled to make any inquiry respecting such authority. The Collateral Agent shall not be responsible for the existence, genuineness or value of any of the Collateral or for the validity, perfection, priority or enforceability of the Liens in any of the Collateral, whether impaired by operation of law or by reason of any action or omission to act on its part hereunder, except to the extent such action or omission constitutes gross negligence, bad faith or willful misconduct on the part of the Collateral Agent, for the validity or sufficiency of the Collateral or any agreement or assignment contained therein, for the validity of the title of the Pledgor to the Collateral, for insuring the Collateral or for the payment of taxes, charges, assessments or Liens upon the Collateral or otherwise as to the maintenance of the Collateral.

14.15 Resignation or Removal of the Collateral Agent . Until such time as the Obligations shall have been paid in full, the Collateral Agent may at any time, by giving written
notice to the Pledgor, the Trustee and any Additional Secured Debt Agent or Additional Debtholder, as applicable, resign and be discharged of the responsibilities hereby created, such resignation to become effective upon (i) the appointment of a successor Collateral Agent and (ii)

the acceptance of such appointment by such successor Collateral Agent. As promptly as practicable after the giving of any such notice, the Majority Holders shall appoint a successor Collateral Agent, which successor Collateral Agent shall be reasonably acceptable to the Pledgor. If no successor Collateral Agent shall be appointed and shall have accepted such appointment within 60 days after the Collateral Agent gives the aforesaid notice of resignation, the Collateral Agent may apply, at the expense of the Pledgor, to any court of competent jurisdiction to appoint a successor Collateral Agent to act until such time, if any, as a successor shall have been appointed as provided in this Section 14.15. Any successor so appointed by such court shall immediately and without further act be superseded by any successor Collateral Agent appointed by the Majority Holders as provided in this Section 14.15. Simultaneously with its replacement as Collateral Agent hereunder, the Collateral Agent so replaced shall deliver to its successor all documents, instruments, certificates and other items of whatever kind (including, without limitation, the certificates and instruments evidencing the Collateral and all instruments of transfer or assignment) held by it pursuant to the terms hereof. The Collateral Agent that has resigned shall be entitled to fees, costs and expenses to the extent incurred or arising, or relating to events occurring, before its resignation or removal.

14.16 Collateral Agency Agreement Supplement . In connection with the incurrence by the Pledgor from time to time of any class of Additional Secured Debt, the Pledgor agrees to enter into a Collateral Agency Agreement Supplement, which shall form a part of this Agreement, and shall by its terms cause such Additional Debt Obligations to be secured by a security interest in the Collateral on an equal and ratable basis with the Obligations secured hereunder and under the Security Documents. Upon the effectiveness of any Collateral Agency Agreement Supplement, all references to Obligations shall be deemed to include the Additional Debt Obligations, and all references to Secured Parties shall be deemed to include the Additional Debtholders and, if applicable, Additional Secured Debt Agent, identified in such Collateral Agency Agreement Supplement and Schedule I thereto.

14.17 Termination of Agreement . Subject to the provisions of Section 14.12 hereof, this Agreement shall terminate upon full and final payment and performance of the Obligations of the Pledgor, the termination of the Lenders' obligation to make Loans to the Pledgor or issue Letters of Credit for the account of the Pledgor (each as defined in the Credit Agreement) at the Maturity Date applicable to the Pledgor (as defined in the Credit Agreement) or otherwise,and the reduction to zero of the Borrower Credit Exposure of the Pledgor under (and as defined in) the Credit Agreement. Upon receipt by the Collateral Agent of the Pledgor's written certification that all such Obligations have been satisfied, the Lenders' obligation to make Loans to the Pledgor or issue Letters of Credit for the account of the Pledgor (each as defined in the Credit Agreement) has been terminated and the Borrower Credit Exposure of the Pledgor under (and as defined in) the Credit Agreement has been reduced to zero, the Collateral Agent shall, at the request of the Pledgor, reassign and redeliver to the Pledgor all of the Collateral hereunder that has not been sold, disposed of, retained or applied by the Collateral Agent in accordance with the terms hereof. The Collateral Agent shall promptly provide the Agent and the Additional Debtholders (or, if applicable, the Additional Secured Debt Agent) with copies of any such written certification delivered to it. Such reassignment and redelivery shall be without warranty by or recourse to the Collateral Agent, except as to the absence of any prior assignments by the Collateral Agent of its interest in the Collateral and except to the extent of any breach by the

Collateral Agent of its obligations hereunder (including, without limitation, its obligations under Section 8), and shall be at the expense of the Pledgor.

14.18 Final Expression . This Agreement, together with the Security Documents and any other agreement executed in connection herewith or therewith, is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms and conditions thereof.

14.19 GOVERNING LAW; SUBMISSION TO JURISDICTION; WAIVER OF JURY TRIAL; WAIVER OF DAMAGES . (i) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. (ii) THE PLEDGOR AGREES THAT THE COLLATERAL AGENT SHALL, IN ITS OWN NAME OR IN THE NAME AND ON BEHALF OF ANY SECURED PARTY, HAVE THE RIGHT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO PROCEED AGAINST THE PLEDGOR OR THE PLEDGOR'S PROPERTY IN A COURT IN ANY LOCATION REASONABLY SELECTED IN GOOD FAITH TO ENABLE THE COLLATERAL AGENT TO REALIZE ON SUCH PROPERTY, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF THE COLLATERAL AGENT. THE PLEDGOR AGREES THAT IT WILL NOT ASSERT ANY PERMISSIVE COUNTERCLAIMS IN ANY PROCEEDING BROUGHT BY THE COLLATERAL AGENT TO REALIZE ON SUCH PROPERTY, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF THE COLLATERAL AGENT. THE PLEDGOR WAIVES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT IN WHICH THE COLLATERAL AGENT HAS COMMENCED A PROCEEDING DESCRIBED IN THIS PARAGRAPH INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS. (iii) THE PLEDGOR AGREES THAT SERVICE OF PROCESS IN ANY SUCH ACTION OR PROCEEDING MAY BE EFFECTED BY MAILING A COPY THEREOF BY REGISTERED OR CERTIFIED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL), POSTAGE PREPAID, TO THE PLEDGOR AT ITS ADDRESS REFERRED TO IN SECTION 14.1 OR AT SUCH OTHER ADDRESS OF WHICH THE COLLATERAL AGENT SHALL HAVE BEEN NOTIFIED PURSUANT THERETO. THE PLEDGOR AGREES THAT NOTHING HEREIN SHALL AFFECT THE RIGHT TO EFFECT SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT TO SUE IN ANY OTHER JURISDICTION. (iv) THE PLEDGOR, THE COLLATERAL AGENT AND THE SECURED PARTIES WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY SECURITY DOCUMENT. INSTEAD, ANY DISPUTES RESOLVED IN COURT WILL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY. (v) THE PLEDGOR HEREBY AGREES THAT NEITHER THE COLLATERAL AGENT NOR ANY SECURED PARTY SHALL HAVE ANY LIABILITY TO THE PLEDGOR (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) FOR LOSSES SUFFERED BY THE PLEDGOR IN CONNECTION WITH, ARISING OUT OF, OR IN ANY WAY RELATED TO, THE TRANSACTIONS CONTEMPLATED AND THE RELATIONSHIP ESTABLISHED BY THIS AGREEMENT OR ANY SECURITY

DOCUMENTS, OR ANY ACT, OMISSION OR EVENT OCCURRING IN CONNECTION THEREWITH, UNLESS SUCH LOSSES WERE THE RESULT OF ACTS OR OMISSIONS ON THE PART OF THE COLLATERAL AGENT OR SUCH SECURED PARTY, AS THE CASE MAY BE, CONSTITUTING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. (vi) THE PLEDGOR WAIVES ALL RIGHTS OF NOTICE AND HEARING OF ANY KIND PRIOR TO THE EXERCISE BY THE COLLATERAL AGENT OR ANY HOLDER OF ITS RIGHTS DURING THE CONTINUANCE OF A DEFAULT OR AN EVENT OF DEFAULT TO REPOSSESS THE COLLATERAL WITH JUDICIAL PROCESS OR TO REPLEVY, ATTACH OR LEVY UPON THE COLLATERAL OR OTHER SECURITY FOR THE OBLIGATIONS. THE PLEDGOR WAIVES THE POSTING OF ANY BOND OTHERWISE REQUIRED OF THE COLLATERAL AGENT OR ANY SECURED PARTY IN CONNECTION WITH ANY JUDICIAL PROCESS OR PROCEEDING TO OBTAIN POSSESSION OF, REPLEVY, ATTACH OR LEVY UPON COLLATERAL OR OTHER SECURITY FOR THE OBLIGATIONS, TO ENFORCE ANY JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF THE COLLATERAL AGENT OR ANY SECURED PARTY, OR TO ENFORCE BY SPECIFIC PERFORMANCE, TEMPORARY RESTRAINING ORDER OR PRELIMINARY OR PERMANENT INJUNCTION THIS AGREEMENT, ANY SECURITY DOCUMENT OR ANY OTHER AGREEMENT OR DOCUMENT AMONG THE PLEDGOR, THE COLLATERAL AGENT AND THE SECURED PARTIES. THE PLEDGOR WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LEGAL ACTION OR PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

14.20 Acknowledgments . The Pledgor hereby acknowledges that it has been advised by counsel in the negotiation, execution and delivery of this Agreement.

14.21 Force Majeure . In no event shall the Collateral Agent be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Collateral Agent shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

IN WITNESS WHEREOF, the Pledgor and the Collateral Agent have each caused this Agreement to be duly executed and delivered as of the date first above written.

AMERENENERGY RESOURCES
GENERATING COMPANY

By: /s/ Jerre E. Birdsong

Name: Jerre E. Birdsong
Title: Vice President and Treasurer

THE BANK OF NEW YORK TRUST
COMPANY, N. A. , as Collateral Agent

By: /s/ Daniel G. Dwyer

Name: Daniel G. Dwyer
Title: Vice President

SCHEDULE I

NOTICE INFORMATION

If to Pledgor:

AmerenEnergy Resources Generating Company
c/o Ameren Corporation
1901 Chouteau Avenue
St. Louis, MO 63103
Attn: Jerre E. Birdsong, Vice President and Treasurer (telecopy no. (314) 554-3066)

If to the Collateral Agent:

The Bank of New York Trust Company, N. A.
101 Barclay Street, 8 West
New York, NY 10286
Attn: Robert A. Massimillo, Vice President (telecopy no. (732) 667-9189)

If to the Agent:

JPMorgan Chase Bank, N.A.
Loan and Agency Services
1111 Fanin, 10th Floor
Houston, TX 77002
Attn: Sylvia Gutierrez (telecopy no. (713) 427-6307)

with a copy to:

JPMorgan Chase Bank, N.A
270 Park Avenue
New York, NY 10017
Attn: Michael J. DeForge (telecopy no. (212) 270-3098)

If to any Additional Debtholder or Additional Secured Debt Agent:

See Schedule I to the applicable Collateral Agency Agreement Supplement

ANNEX A

FORM OF COLLATERAL AGENCY AGREEMENT SUPPLEMENT

COLLATERAL AGENCY AGREEMENT SUPPLEMENT dated _____, ____ (this "Supplement") made by AmerenEnergy Resources Generating Company, an Illinois corporation (the "Pledgor"), in favor of _____, a _____ corporation, as collateral agent (in such capacity, the "Collateral Agent") for the benefit of the Secured Parties (as defined in the Collateral Agency Agreement referred to below).

1. This Supplement is executed and delivered pursuant to the terms of the Collateral Agency Agreement dated as of _____, 2006 (as supplemented by this Supplement and as the same has been and may hereafter be supplemented by any other Collateral Agency Agreement Supplement or otherwise amended or modified, the "Collateral Agency Agreement"), made by the Pledgor in favor of the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties. Terms defined in the Collateral Agency Agreement are used herein with their defined meanings.

2. Pursuant to the terms of the Collateral Agency Agreement, the Pledgor may incur additional secured indebtedness from time to time that is by its terms equally and ratably secured under the Collateral Agency Agreement and the Security Documents with the Obligations secured thereunder. The Pledgor and [Additional Secured Debt Agent/Additional Debtholder] have entered into that certain [name of additional debt agreement], dated as of _____, ____, pursuant to which the Pledgor shall [insert description of additional debt]. The terms of the [additional debt agreement] require that the Pledgor equally and ratably secure its obligations under [such additional debt] with the Obligations secured under the Collateral Agency Agreement and the Security Documents. The Pledgor hereby acknowledges and agrees that its obligations under [such additional debt] shall be deemed to be "Additional Debt Obligations" pursuant to the Collateral Agency Agreement.

3. The Pledgor confirms and reaffirms the security interest in the Collateral granted to the Collateral Agent, for the benefit of the Collateral Agent and the Secured Parties under the Collateral Agency Agreement and the Security Documents; and hereby acknowledges and agrees that all references to "Secured Parties" in the Collateral Agency Agreement and the Security Documents shall be deemed to include all holders of the Additional Secured Debt as described on Schedule 1 hereto.

4. The Pledgor hereby represents and warrants that the representations and warranties contained in Section 3 of the Collateral Agency Agreement are true and correct on the date of this Supplement with all references therein and elsewhere in the Collateral Agency Agreement to "Additional Secured Debt", "Additional Debtholders" and, if applicable, "Additional Secured Debt Agent" to include the Additional Debt, Additional Debtholders and, if applicable, Additional Secured Debt Agent as listed on Schedule 1 hereto and on Schedule 1 to each Collateral Agency Agreement Supplement executed prior to the date hereof and with references therein to "this Collateral Agency Agreement" to mean the Collateral Agency

Agreement as supplemented hereby. In addition, the Pledgor represents and warrants that this Supplement has been duly executed and delivered by the Pledgor and constitutes a legal, valid and binding obligation of the Pledgor enforceable against the Pledgor in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or similar laws affecting the enforcement of creditors' rights and remedies generally and by equitable principles of general applicability.

5. The Additional Debtholders designated on Schedule 1 hereto, by their acceptance of the benefits of the Collateral Agency Agreement, hereby irrevocably designate the Collateral Agent to act on their behalf as specified in the Collateral Agency Agreement. Each such Additional Debtholder hereby irrevocably authorizes, and each holder of the Additional Debt Obligations by the acceptance of such Additional Debt Obligation and by the acceptance of the benefits of the Collateral Agency Agreement, shall be deemed irrevocably to authorize the Collateral Agent to take such action on its behalf under the Collateral Agency Agreement and instruments and agreements referred to therein and to exercise such powers and to perform such duties thereunder as are specifically delegated or required of the Collateral Agent by the terms thereof and such other powers as are reasonably incident thereto.

6. This Supplement is supplemental to the Collateral Agency Agreement, forms a part thereof and is subject to all the terms thereof. Each item listed on Schedule I hereto shall be and is included within the meaning of the terms "Additional Secured Debt", "Additional Debtholders" and, if applicable, "Additional Secured Debt Agent" as such terms are used in the Collateral Agency Agreement.

IN WITNESS WHEREOF, the Pledgor has caused this Supplement to be duly executed and delivered on the date first set forth above.

AMERENENERGY RESOURCES GENERATING COMPANY

By: _____

Name: _____
Title: _____

Accepted and acknowledged as of
the date first above written by:

THE BANK OF NEW YORK TRUST
COMPANY, N. A. , as Collateral Agent

By: _____

Name: _____

Title: _____

[Additional Secured Debt Agent][Additional
Debtholder]

By: _____

Name: _____
Title: _____

Schedule I
to Collateral Agency Agreement Supplement

ADDITIONAL SECURED DEBT

Title or Name of Additional Secured Debt	Additional Debt Holders	Additional Secured Debt Agent